CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

JEB

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Dough E. Boden

Clerk of Circuit Court

For Allegany county

Date September 22, 1954

STATE OF MARYLAND

FILED AND RECORDED SEPTEMBER 3" 1954 at 8:40 A.M.

This Mortgage, a			September
J. PAUL ANDRICK and MAR	THA J. ANDRICK,	his wife,	
a .			N
			, s

part 185 of the first part, and THE HANCOCK BANK of Hancock, Maryland, a corporation duly incorporated under the Laws of the State of Maryland with its principal place of business in Hancock, Washington County, Maryland, Maryl

Wife, stand indebted unto THE HANCOCK BANK of Hancock, Maryland, in the just and full sum of Thirteen Hundred Dollars (\$1300.00), to be repaid with interest at the rate of five per cent (5%) per annum in thirty-six (36) consecutive monthly payments of at least Thirty-Eight and 97/100 Dollars (\$38.97) per month including interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal sum, together with the interest accruing thereon, these presents are made.

The said parties of the first part herein shall have the right and privilege of pre-paying this mortgage at any time during the term hereof.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

THE HANCOCK BANK of Hancock, Maryland, its successors

**Example and assigns, the following property, to-wit:

All of the following tracts, pieces or parcels of ground, situated, lying and being in Election District No. 1, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a post and running thence South 60 degrees East 47.5 perches to a stone, thence South 5 degrees West 13.7 perches to a stone, thence South 72-1/2 degrees East 17.3 perches to a small red oak, thence North 13 degrees East 8.8 perches to a chestnut, thence South 60 degrees East 93 perches to a stone, thence North 32 degrees East 30 perches to a stone, thence North 48 degrees West 44 perches to a stone, thence North 36-1/2 degrees East 161 perches to a stone, thence North 88 degrees West 207 perches to a stone, thence South 2 degrees West 72.5 perches to a pine tree, thence

LIBER 307 PAGE 2

South 36-1/2 degrees East 39 perches to a stone, thence South 78 degrees West 40 perches to a stone, thence South 37 degrees West 4 perches to the place of beginning. Containing 165-1/2 acres of land, being a part of a tract of land called "Family Concern".

PARCEL NO. 2

BEGINNING at a post standing on the Pennsylvania State Line at the end of the 38th line of a tract called "The Two Taverns" and running thence South 3-1/2 degrees West 72.5 perches to a pine tree, then South 18 degrees East 40 perches to a post, then South 79 degrees West 35.5 perches to a post, then North 59 degrees West 150 perches, then North 30-1/2 degrees East 55 perches to a stone, then South 87 degrees East 130 perches to the beginning. Containing 82 acres and 12 perches, more or less.

BEING the same property conveyed to J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, by ROSCOE MESSERSMITH and SALENA MESSERSMITH, his wife, by deed dated April 11, 1953, and recorded in Liber 249, folio 85 among the Land Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said J. PAUL ANDRICK and MARTHA J. ANDRICK. his wife, their heirs, executors, administrators or assigns, do and shall pay to the said THE HANCOCK BANK of Hancock, Maryland, its successors specificaxx asisonistratax or assigns, the aforesaid sum of Thirteen Hundred Dollars (\$1300,00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said J. PAUL ANDRICK and MARTHA J. ANDRICK, hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. THE HANCOCK BANK of Hancock, Maryland, its auccessors, boing excutors; administrature and assigns, or.... GORMAN E. GETTY, 1ts window xwychodw duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission

Hnd the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

shall be allowed and paid by the mortgagors, their

representatives, heirs or assigns.

LIBER 307 PAGE 3

1	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
	THIRTEEN HUNDRED DOLLARS (\$1300.00)
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , 1ts successors have or assigns, to the extent
	of Its or their lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt.
	Hitness, the hands and seals of said mortgagors.
1	Attest
	Every & O'Drance J. Paul andrick (Seal) Every & O'Drance Marthy J. Radrick [Seal]
1	State of Maryland.
	Allegany County, to-wit:
1	The yang County, 10-1011:
	7 hamalus and 6 1 1
	I hereby certify, That on this 2nd day of September
	in the year nineteen hundred and fifty-four , before me, the subscriber
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, the within named
	mortgagors,
8	andacknowledged the aforegoing mortgage to betheir
	act and deed; and at the same time before me also personally appeared
	BROOKS SMITH, Cashier of THE HANCOCK BANK of Hancock, Maryland, as agent of the within named mortgagee
1	bexxithinxneondxmentsagesx and made oath in due form of law, that the consideration in said
3	mortgage is true and bona fide as therein set forth.
1	moregage is true and bona ride as dieren set torus.
	WINESS my hand and Notarial Seal the day and year aforesaid.
13	
	Evelyn G. O. Donnell Notary Public
0	Notary Public
	The state of the s

times hereinafter called the Mortgagee, WITNESSETH:







FILED AND RECORDED SEP TEMBER 3" 1954 at 9:00 A.M.

THIS MORTGAGE, Made this 3/57 day of August, 1954, by and between Ford's Drug Stores, Incorporated, a Maryland corporation, party of the first part, hereinafter sometimes called the Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, some-

WHEREAS, the said Mortgagor stands indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Fifteen Thousand (\$15,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Four per centum per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

John A. Parks, Jr. and The Liberty Trust Company, Trustees under the Will of John A. Parks, deceased,

\$5,000.00

Virginia R. Cobey and The Liberty Trust Company, Trustees for Maude S. Brewer under Trust Agreement dated February 4, 1947,

2,000.00

The Liberty Trust Company, Trustee under Trust Agreement dated April 1, 1932, by Georgie Daisy

3,000.00

The Liberty Trust Company, Trustee for Modern Park Development Company, (trading as Hillcrest Burial Park),

5,000.00

All of said notes and debts secured hereunder shall be pro-rated among the holders of the aforesaid notes according to their pro-rata share in the total indebtedness. The Mortgagor reserves the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of the maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground, situate, lying and being in the City of Cumberland, Allegany County, Maryland, known and described as part of Lot No. 24, of the Original Town Lots of Cumberland, and more particularly described as follows:

Street at the intersection of said side of Greene Street with the Westerly side of Lee Street and running thence with a portion of the first line of Original Town Lot No. 24, North 83 degrees 30 minutes West 50.5 feet, thence at right angles with said Greene Street, North 6 degrees 30 minutes East 74 feet to a chiseled () on the top of a concrete sewer box, thence at right angles to said line and with a line parallel to said Greene Street, South 83 degrees 30 minutes East 50.5 feet to the Westerly side of Lee Street, thence at right angles and with said side of Lee Street, South 6 degrees 30 minutes West 74 feet to the place of beginning.

It being the same property which was conveyed to the said Ford's Drug Stores, Incorporated, by deed of Marion Gordon Thompson, et al, dated December 10, 1946, and recorded in Liber No. 212, folio 662, of the Land Records of Allegany County.

TOGETHER with the bildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, its successors or assigns, do and shall pay unto the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, does and shall perform all of the covenants herein on its part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the Mortgagor shall cease to own, transfer or dispose of the within described property without the written conment of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged

property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secure, the said Mortgagor shall hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payments of the Mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payments of all moneys owing under this Mortgage, whether the same shall have then matured or not, and as to the balance, to pay it over to the said Mortgagor, its successors or assigns.

AND the said Mortgagor does further covenant to insure forthwith and pending the existence of this Mortgage to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee i's successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this mortgage to be signed by its President, and its Corporate Seal to be hereto affixed, duly attested by its Secretopy the day and year first above written.

FORD'S DRUG STORES, INCORPORATED

By with a f Shaffer

STATE OF MANNED her feery COUNTY OF ALLEGANY ESS &

I HEREBY CERTIFY, That on this 3/ day of August,

1954, before me, the subscriber, a Notary Public of the State of New Jersey -Manyland, in and for the County of Allegany, personally appeared Cyntin K. Shoffer ViepPresident of Ford's

Drug Stores, Incorporated, and he acknowled the aforegoing Mortgage to be the act and deed of said corporation; and also, personally appeared Charles A. Piper, President of The Liberty Trust Company and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee and each made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and ream above written.

State of New Jersey

STATE OF MARYLAND

COUNTY OF ALLEGANY

, TO WIT:

I HERESY CERTIFY, That on the 31st day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Chas. A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Chas. A. Piper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed potarial Seal the day and year above written.

asieler

My commission expires May 2, 1955.

UBER 307 PAGE 9

THIS MORTGAGE, Made this 315T day of August, 1954, by and between Ford's Drug Stores, Incorporated, a Maryland corporation, party of the first part, hereinafter sometimes called the Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Fifteen Thousand (\$15,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Four per centum per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

The Liberty Trust Company, Guardian for Christina Rose Bagatti under agreement dated September 25, 1953.

\$3,000.00

The Liberty Trust Company, Trustee for Helen Bagatti under Trust Agreement dated October 29, 1953.

2,000.00

The Liberty Trust Company, Trustee for Harry F. Reinhart, under Will of William L. Reinhart, deceased.

5,000.00

The Liberty Trust Company, Trustee for Gladys E. Stallings, under Trust Agreement dated July 17, 1953.

5,000.00

All of said notes and debts secured hereunder shall be of equal priority and any and all payment on this Mortgage shall be pro-rated among the holders of the aforesaid notes according to their pro-rate share in the total indebtedness. The Mortgagor reserves the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of the maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, to-







gether with the interest thereon, the said Mortgagor does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on the Westerly side of Baltimore Avenue, in the City of Cumberland, in Allegany County, in the State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Westerly side of Baltimore Avenue, with the Northerly side of Lincoln Alley, and running thence with the Westerly side of Baltimore Avenue, North 40 degrees 14 minutes East 45.1 feet, then parallel with Lincoln Alley, North 44 degrees 5 minutes West 75 feet to a private Alley, then with said Alley, South 45 degrees 55 minutes West 45 feet to the Northerly side of Lincoln Alley, then with said side of said Alley, South 44 degrees 5 minutes East $79\frac{1}{2}$ feet to the place of beginning.

It being the same property which was conveyed to the party of the first part herein by deed of Elias G. Burket, et ux, dated December 31, 1947, and recorded in Liber No. 218, folio 541, one of the Land Records of Ellegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

provided, That if the said Mortgagor, its successors or assigns, do and shall pay unto the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, does and shall perform all of the covenants herein on its part to be performed, then this Mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this Mortgage if the Mortgagor shall cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and it is further agreed, That until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the Mortgage debt

and interest hereby intended to be secured, the said Mortgagor shall hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payments of the mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised; under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payments of all moneys owing under this Mortgage, whether the same shall have then matured or not, and as to the balance, to pay it over to the said Mortgagor, its successors or assigns,

AND the said Mortgagor does further covenant to insure forthwith and pending the existence of this Mortgage to keep

insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has VICE caused this mortgage to be signed by its/President, and its Corporate Seal to be hereto affixed, duly attested by its Secretary the day and year first above written.

FORD'S DRUG STORES, INCORPORATED

ATTEST:

ster R. Martin

V. 69 President

wen fem,

STATE OF MARKETIND

TO WIT:

COUNTY OF ATTECANY

I HEREBY CERTIFY, That on this 3/ day of August,

1954, before me, the subscriber, a Notary Public of the State of
New Jersey
Meryland, in and for the County of Allegany, personally appeared

Cyffer President of Ford's

Drug Stores, Incorporated, and he acknowledged the aforegoing

Mortgage to be the act and deed of said corporation; and also,

personally appeared Charles A. Piper, President of The Liberty

Trust Company, and John J. Robinson, Trust Officer of The Liberty

Trust Company, Trustee, the within named Mortgagee and each made

oath in due form of law, that the consideration in said Mortgage

is true and bona fide as therein set forth; and the said Charles

A. Piper, did further in like manner make oath thathe is the

President and agent or attorney for said corporation and is duly

authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

State of New Jersey



IN WITNESS WHEREOF, I have hereunte set my hand and affixed my official seal this say or aug

Kunell Saty

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WITE

I HEREBY CERTIFY, That on the 31st day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Chas. A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Chas. A. Fiper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESSWHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

mmission expires May 2, 1955.

UBER 307 PAGE 14

FILED AND RECORDED SEPTEMBER 3" 1954 at 10:55 A.M.

hereinafter called Mortgagor8, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor⁸, dated the ³⁰ day of August-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagos shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 40.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as afore said, and it is agreed that the remaining unpaid principal of the said note or any renewal or the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3C day of August 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagom, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagos do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport,
Allegany County, Maryland, located on the East side of Vine Street and
fronting 52.6 feet thereon, and extending back in an Easterly direction,
carrying the same width throughout a distance of 88 feet, and being a
portion of lot No. 60 of Hammond's Addition. Being the same property which
was conveyed unto the said parties of the first part by deed from Katherine N. Kalbaugh, dated December 15, 1943 and recorded in Liber No. 50
198 Folio 309 of the land records of Allegany County, Maryland. To which
deed a reference is hereby made for a more definite and particular description of the property hereby mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.







LIBER 307 PAGE 15

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor B. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor B to the person advertising.

AND the said Mortgagors' further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgage the improvements on the hereby mortgaged land to an amount of at least thirty eight dellars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

WITNESS my hand and Notarial Seal the day and year last above written.

Richard Wwhite Bilder

FILED AND RECORDED SEPTEMBER 3" 1954 at 1:05 P.M. PURCHASE MONEY

This Mortgage, Made this 2 40 day of SEPTE	MBER	in the
year Nineteen Hundred and Fasty Fifty-four by and between		N
William E. Toms and Mabel D. Toms, his wife,	•	
of Allegany County, in the State of	Marylan	
parties of the first part, hereinafter called mortgagor 8 , and First Fede	ral Savings	and Loan
Association of Cumberland, a body corporate, incorporated under the laws of	the United	States of
America, of Allegany County, Maryland, party of the second part, hereinaf	ter called m	ortgagee.
WITNESSETH:		
Unbereas, the said mortgagee has this day loaned to the said mortg	gagors , tl	he sum of
Five Thousand & 00/100 (\$5000.00)		Dollars,

which said sum the mortgagor s agree to repay in installments with Interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of F1fty-three & 05/100 - - - (*53.05) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of sald principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesald principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand pald, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor s do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground-lying and being on the southerly side of LaVale Court known and designated as part of Lot No. 114 and whole Lot No. 115 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southerly side of LaVale Court said point being distant North 58 degrees 20 minutes West 325 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue, and running then with said LaVale Court, North 58 degrees 20 minutes West 75 feet to the end of the division line between Lots Nos. 115 and 116 in said addition, then with said division line South 51 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of LaVale Annex South 48 degrees 20 minutes Tast 75 feet, and then North 51 degrees 40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife,

of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor # covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor 5 hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge , its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

End the said mortgager a, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - - (\$5000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s , for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

UBER 307 PAGE 18

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereluafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor stop by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

militens, the hand and seal of the said mortgagor s.

Attest:

William E. Tome

Mabel D. Tome

State of Maryland, Allegany County, to-wit:

Physical as we willing the

I hereby certify, That on this 2 NO day of SEPTEMBER

in the year nineteen hundred and ROFNy Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Toms and Mabel D. Toms, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared. George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in the form of iaw that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIENES my hand and Notariai Seal the day and year aforesaid.

Notary Public

Compared and Malled Delivered 29.5 IER 307 to 19 FILED AND ALCO WAS CARREN 5" 1954 H-10:50 a.m. Chis Mortgage, 1-22 Smother Hundred and 1122 To be a consequently at Marriagen Control The constant method is the point and the provided two stands of the point of the po WIRELD VS. Dis. Park and an inches indefined to the Montanes for tourism of finance in Dollar 18 are and so the rate of the contains of a partial contains on the archael polaries of north VALUE WITH THE SECRET CONTRACT OF THE SECRET PRODUCT PRO he to the beautiful form of Westernpool. Maccount. 17-12 Will GLAS, a se agreed that the Mostragor - shall pay in reduction of the end # and a second is stande for the payment of the full amount due the son, the same of at least the same each month. The said monthly payments to be applied first, to the payment of Secondly, to the payment of the principal of the mortrary indebtedness, evidenced as aforewas suffered sourced that the remaining impaid principal of the said note or any renewal of was a town of but thereof, if not sooner demanded, shall be due and sugable on the par of a 1 - r , 19 59, notwitted pulling any provision in this nortways for the state of the state of the meantime, and not with standing no previous demands for payment distances in the meantime, and not with standing no previous demands for payment distances in NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand s of the soul Mostgregor - do hereby bargain and sell, release, convey and confirm unto the said the following property, to wit: ... in the test certain lots of ground in the town of Westernpart, Listen to the certain lots of ground in the town of Westerngert, in the vicinity of Toud Street, Extended, in the vicinity of Toud Street, Extended, in the Vicinity of Toud Street, Extended, in the Vicinity and Street, Extended, in the Vicinity and twenty one in said Addition. Each of the said was liventy and twenty one in said Addition. Each of the said certain one-f arts of an sore, more or less, and being the Land projectly which was conveyed unto the said certain Lichael deed from Garland L. Groves et ux, dated October 9th. ledt and the cort which the land records of Allegany County, Laryland in the cort which the land records of Allegany County, Laryland in the cort which the following the land particular description of the cert, hereby morthwayed. AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable, TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. 19th V10(1) that it the said Mortgagor—shall pay to the said Mortgagoe the aforesaid debt, syndlessed by and promisers note or any renewal of the same or of part thereof, which might heresfor to executed and in the mentione shall perform all the covenants berin on 1945 part to be performed, then this mortgage shall be void. AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying in the meantime, all taxes, assessments, public discound charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor—hereby covenant 5 to pay when legally demandable. BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, coverage or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages—or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchasers thereof. Said property shall be said for each after giving at least twenty days' notice of the time, place, manner and terms of sale, in a me newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling. The proceeds arising from such sale shall be applied; first, to the payment of all expenses The proceeds arising from such safe shall be applied: first, to the payment of all expenses in plent to such safe, including taxes, and a commission of eight per cent to the party making said sub-recordly, to the payment of all monies due and payable under this mortgage including interest on the mertgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no safe, all exto the said Mortgager . In case of advertisement under the above power, but to the said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising. further covenant to insure forthwith, and pending the existence AND the said Mortgagor

LIBER 307 PAGE 18

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation and other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor s , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

militarss, the hand and seal of the said mortgagors.

Attest:	
1	William E. Jone (SEAL
12 1A	William E. Toms
10 mdla	Makel D. Jone (SEAL)
	Mahal D. Toms

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 2NO day of SEPTEMBER
in the year nineteen hundred and Resy Fifty-four before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Toms and Mabel D. Toms, his wife,

WIZNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

But 19
Sun 3" 1954 ac10:50 A....

LEER 307 MGE 19

FILED AND ACCUMUED DEFINENCE 3" 1954 ac10:50 A....

This Hortgage, made this First | day of Sentent re--- in year Nineteen Hundred and Sifty Four , by and between Jerofeed Florest, whoste

expression shall include 118 heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and THE CTEIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgages, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth;

"WHEREAS, the Mortragor is justly indebted to the Mortragor for borrowed money in the permised sum of the ct; --- & localed --- Dollars (\$ 3500.00), with one cest from date at the rate of six per centum (6.1) per annum on the unpaid principal until paid, principal and inverest being payable at the office of The Citizens National Bank, in Westerney, Maryland.

AND WHEREAS, the said four is evidenced by the promissory note of the said Mortgagor , disted the $+ *\pi \circ t_{\rm day}$ of $- \omega e_x$ tenner . 1954, and payable on demand with interest to the order of The Utizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor—shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least second each month. The said monthly payments to be applied first, to the payment of account interest, and

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor—do hereby bargain and sell, release, convey and confirm unto the said Mortgagoe, its successors and assigns, the following property, to wit:

Allegany County, Maryland, in the vicinity of Wood Street, Extended, and in Morrison's Third Addition to Westernport, known as lots numbers twenty and twenty one in said Addition. Each of the said lots containing one-furth of an acre, more or less, and being the same property which was conveyed unto the said Bernard Lichael of deed from Garland L. Groves et ux, Gated October 9th. 1942 and of record among the land records of Allegany County, Maryland in Liber No.194 Folio 446. To which deed so recorded a reference is hereby made for a more definite and particular description of the projectly hereby morthesed.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor—shall pay to the said Mortgagoe the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part, thereof, which might hereafter be executed and in the meantime shall perform all the covenants herin on—him part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant s to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and overhalf of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence

UPER 307 PAGE 20

of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgage the improvements on the hereby mortgaged land to an amount of at least mirty six numbered.

dellars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee — to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premium of consolid incurance when due.

WITNLES the land and seal of said Mortgagory

Charles & Laughlin

x Bernard Tichael

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

WITNESS my hand and Notarial Seal the day and year last above written.

Charles Faufling Noting Pu

FILED AND ACCORDED SEPTEMBER 3" 1954 at 2:45 P.M.

This Anrtgage, Made this

2 nd

day of

Letonia

in the year nineteen hundred and fifty-four

, by and between

James E. Yarnall and Josephine C. Yarnall, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

James E. Yarnall and Josephine C. Yarnall, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Thousand (\$7,000.00) - - - - - - - - - - - Dollars.

UBER 307 PAGE 21

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Yarnall and Josephine C. Yarnall, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots or parcels of land, the same being 17 feet of Lot No. 31 and all of Lot No. 35, as shown on the amended plat of the Bedford Realty Company's Bedford Road Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Regina Avenue at a point distant South 49 degrees East 277 feet from the intersection of the Southerly side of Regina Avenue with the Southeasterly side of Bedford Road, and running thence with the Southerly side of Regina Avenue, South 49 degrees East 42 feet; thence South 41 degrees West 132.5 feet to an alley as shown on said amended plat, thence with said alley, North 50 degrees 20 minutes West 42 feet; thence North 41 degrees East 133 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagory by George O. Thrush and wife, by deed dated the day of Market, 1954, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) = _ Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public items levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

UPER 307 PAGE 20

tgage, to keep insured by some insurance company or companies acceptable to the their approximation the hereby mort raged and to an amount of at least with six incored -----

blurs, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case loss, to inure to the benefit of the Mortgagee — to the extent of its lieu or claim hereunder, and give a new colors or policies for the with in possession of the Mortgage and to pay the premium or presence to send a name when due.

W47741. 'S (be I and and scal of said Mortgagory)

to a ale dis affidavit.

(SEAL) (SHATA)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this above day of Depter of Parameters, in the year 1961, before me, the subscriber, a wollary rubuic of the State of Maryland, in and for seid County, personally appeared. Bernard Michael, single-----the within named Mortgagor - , and acknowledged the foregoing mortgage to be - ica 5 act and deed. And at the same time, before me, also personally appeared lorge . . alithorth President of The Citizens National Bank of Westernport, Maryland, the within named Mortiage, and readers them due form of law that the consideration in said mortgage is true and bona tide is there in set forth and that he is the _resigent of said Mortgagee, duly authorized

** WITNESS my hand and Notarial Scal the day and year last above written.

FILED AND ACCORDED SEPTEMBER 3" 1954 at 2:45 P.M.

This Mortgage, Made this

day of

in the year nineteen hundred and fifty-four , by and between

James E. Yarnall and Josephine C. Yarnall, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

James E. Yarnall and Josephine C. Yarnall, his wife.

stand indebted anto the said The Liberty Trust Company in the just and full sum of seven Thousand (\$7,000.00) - - - - - - - - - - Dollars

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Yarnall and Josephine C.-Yarnall, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots or parcels of land, the same being 17 feet of Lot No. 31 and all of Lot No. 35, as shown on the amended plat of the Bedford Realty Company's Bedford Road Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Regina Avenue at a point distant South 49 degrees East 277 feet from the intersection of the Southerly side of Regina Avenue with the Southeasterly side of Bedford Road, and running thence with the Southerly side of Regina Avenue, South 49 degrees East 42 feet; thence South 41 degrees West 132.5 feet to an alley as shown on said amended plat, thence with said alley, North 50 degrees 20 minutes West 42 feet; thence North 41 degrees East 133 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by George O. Thrush and wife, by deed dated the day of the 1954, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT-IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, in whole or in part, or ln any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Thousand (\$7,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several helrs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James F. Yarnall

James M. Aorley

Josephine C. Yamall

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of

September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

James E. Yarnall and Josephine C. Yarnall, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Forley Nogary Public

FILED AND RECORDED SEPTEMBER 3" 1954 at 2:45 P.M.

This Mortgage, Made this -

day of

SEPTEMBER, in the year nineteen hundred and

fifty-four

, by and between

Perry A. Ritchie and Catherine I. Ritchie, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Perry A. Ritchie and Catherine I. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Nine Thousand (\$9,000.00) - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Perry A. Ritchie and Catherine I. Ritchie, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground lying and being situated in Election District No. 16 in Allegany County, Maryland, and located on the Northerly side of the Uhl Highway a short distance West of the Subway which runs under the Western Maryland Railroad tracks, which property is more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of the Uhl Highway at a point where the division line between the properties of Earl Irons and Perry A. Ritchie, et ux, intersects the same and running thence with said side of said Uhl Highway, South 66 degrees 7 minutes East 118 feet to the State of Maryland Right-of-Way, thence with said State of Maryland Right-of-Way, North 88 degrees 50 minutes East 150 feet, South 72 degrees 20 minutes East 182 feet to the Southerly limits of the Right-of-Way of the Western Maryland Railroad, thence with said side of said Right-of-Way limits, North 61 degrees 55 minutes West 89 feet, thence North 62 degrees West 413 feet to the aforementioned division line between the said Earl Irons property and the said Perry A. Ritchie, et ux, property, thence with said division line, South 37 degrees 30 minutes West 95 feet to the place of beginning.

Excepting, however, two small strips or parcels of land conveyed by the said Perry A. Ritchie, et al, to the State of Maryland in connection with the road re-location and conveyed by two deeds, both dated December 14, 1932, and recorded in Liber No. 168, folio 611, and Liber No. 168, folio 612 of the Land Records of Allegany County.

It being part of the same property which was conveyed unto the said Mortgagors by Donald O. Middleton, bachelor, and others, by deed dated June 30, 1929, and recorded in Liber No. 160, folio 664, of the Land Records of Allegany County.

This Loan is additionally secured by a Chattel Mortgage bearing even date herewith by and between the same parties hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its . successors and assigns, ln fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Thousand (\$9,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nine Thousand (\$9,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and

UBER 307 PAGE 25

to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST: Erry A. Ritchie (SEAL)

Thomas L'Esch Catherine & Ritchie (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2 day of SEPTEMBER, in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Perry A. Ritchie and Catherine I. Ritchie, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

PUBLIC ... Notary Public

For value received, The file ty treat to peny a lander de sugland, hereby releases the width and hereby the trail to the trail of the trail to the t

Therenge Day

PILED AND RECORDED SEPTEMBER 7" 1954 at 9:30 A.M. PUNCHASE MONEY

This Mortgage, Made this lat day of September

in the year Nineteen Hundred and Fifty-four,
Leo Isner and Margaret V. Isner, his wife,

TO BERMANDERS OF BUILDING STREET, STRE

Allegany County, in the State of Maryland

party _____of the second part, WITNESSETH:

fidely indebted unto the Party of the Second Part in the fulland just sum of Three Thousand One Hundred Sixty-three and 9/100 Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Forty Dollars, and out of which said payments first shall be computed and paid the interest; the balance of said payments to be applied to the reduction of said principal sum; the first of which said payments shall become due and payable one month from the date hereof, and monthly thereafter on the same day of each succeeding month until fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal um and interest at any time prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Leo Isner and Margaret V. Isner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said C. Glenn Watson, widower, his

heirs and assigns, the following property, to-wit:

ALL that lot, piece, or parcel of land lying and being six or seven miles northeast of Cumberland, in Allegany County, Maryland, on the north side of a road leading from the Bedford Road to Bottle Hun, being described as follows, to-wit:

BEGINNING for said parcel of land at an iron peg standing on the northwest bank of said Hoad, at the end of 10.5 perches on the fourth and last line of the whole lot, known as the "Parsonage Lot", and also at the end of a reference line drawn from the southeast foundation corner of the Elliott Memorial Methodist Church, North 68 degrees 45 minutes rast 86.8 feet; and running thence with the remainder of the fourth and last line of the aforesaid Parsonage Lot, North 38 degrees East 15 perches; thence with the first and part of the second lines of the whole Parsonage Lot, North 53 degrees

45 minutes west 30 perches, south 38 degrees West 14.5 perches and 3 links to a stake in a stone pile, and witnessed by trees bearing 3 notches each; thence across the whole lot, South 53 degrees 45 minutes mast 30 perches to the place of beginning, containing 2.75 acres, more or less.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Mary A. Sisk and Irvin E. Sisk, her husband; and Hobert A. Sisk and Estella M. Sisk, his wife, and the said Leo isner and Margaret V. Isner, his wife; and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with recordation of this mortgage among the Mortgage Hecords of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Leo Isner and Margaret V. Isner, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said

C. Glenn watson, widower, his

executors, administrator sor assigns, the aforesaid sum of...

- Three Thousand One Hundred Sixty-three and 9/100 Dollars, - - -

LIBER 307 PAGE 27

together with the interest thereon, as and when the same shall become due and payable, and in

the meantime do and shall perform all t	he covenants herein on their part to b
performed, then this mortgage shall be vo	oid.
And it is Agreed that until de	efault be made in the premises, the said
Leo Isner and Margaret V.	
- ve and migates v.	isher, his wife,
may h	hold and possess the aforesaid property, upon paying it
he meantime, all taxes, assessments and	public liens levied on said property, all which taxes
nortgage debt and interest thereon, the sa	íd
Leo isner and Margaret V.	isner, mis wife,
ereby covenant to pay when legally den	nandable.
erest thereon, in whole or in part, or in a	sayment of the mortgage debt aforesaid, or of the in ny agreement, covenant or condition of this mortgage be hereby secured shall at once become due and payable
nd these presents are hereby declared to	be made in trust, and the said
C. ulenn watson, wloower, r	nis
eirs, executors, administrators and assigns	ar karl k. Mangae
rom such sale to apply first to the payme	terms of sale in some newspaper published in sale at public auction for cash, and the proceeds arising
atured or not; and as to the balance, to p Leo Isner and Margaret V. case of advertisement under the above	r cent. to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above p sall be allowed and paid by the mortgagos End the said Leo Asner and	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then pay it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above pall be allowed and paid by the mortgago End the said Leo Asner and saure forthwith, and pending the existence company or companies acceptable to the m	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgagee or his
the payment of all moneys owing under satured or not; and as to the balance, to put the latest tension of the latest tension and latest tension an	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then pay it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife, further covenant to of this mortgage, to keep insured by some insurance cortgagee or his
atured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above hall be allowed and paid by the mortgage Bud the said Leo Asner and aure forthwith, and pending the existence ompany or companies acceptable to the misigns, the improvements on the hereby misigns, the improvements of the hereby misigns, the improvement of the hereby misigns, the improvement of	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then pay it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife, further covenant to of this mortgage, to keep insured by some insurance cortgaged land to the amount of at least distributions of fires, therefor to be so framed or endorsed, as in case of fires,
atured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above is tall be allowed and paid by the mortgagor. End the said Leo Asner and sure forthwith, and pending the existence company or companies acceptable to the missigns, the improvements on the hereby missing the cause the policy or policies issued to inure to the benefit of the mortgages.	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission r.s., their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgagee or his cortgaged land to the amount of at least distributions of the softened or endorsed, as in case of fires, his heirs or assigns, to the extent
atured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above pall be allowed and paid by the mortgage Bud the said Leo Asner and aure forthwith, and pending the existence ompany or companies acceptable to the missigns, the improvements on the hereby missigns, the improvements on the hereby missigns, the improvements of the mortgages of the cause the policy or policies issued to inure to the benefit of the mortgages.	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then pay it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged land to the amount of at least distributes and 9/100 Dollars, therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent or lien or claim hereunder, and to place such policy or
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above shall be allowed and paid by the mortgago. Bind the said Leo Asner and sure forthwith, and pending the existence company or companies acceptable to the misigns, the improvements on the hereby mising the cause the policy or policies issued to inure to the benefit of the mortgages. Bit is a supplied to the mortgage in the cause of the mortgages in the cause of the mortgages.	r cent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged and to the amount of at least distributed by some fires, therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent r lien or claim hereunder, and to place such policy or gagee, or the mortgagee may effect said insurance
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above shall be allowed and paid by the mortgage and the said Leo Asner and sure forthwith, and pending the existence company or companies acceptable to the misigns, the improvements on the hereby misigns, the improvements of the mortgagee. In a second of the mortgagee is a second of the mortgage of th	recent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged and to the amount of at least desired by some first therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent relies or claim hereunder, and to place such policy or gagee, or the mortgage may effect said insurance exert as part of the mortgage debt.
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above shall be allowed and paid by the mortgago. End the said Leo Isner and saure forthwith, and pending the existence company or companies acceptable to the missigns, the improvements on the hereby missigns, the benefit of the mortgages. All items of the premiums thereon with integrated collect the premium thereon with integra	recent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged and to the amount of at least desired by some first therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent relies or claim hereunder, and to place such policy or gagee, or the mortgage may effect said insurance exert as part of the mortgage debt.
the payment of all moneys owing under satured or not; and as to the balance, to p Leo Isner and Margaret V. I case of advertisement under the above shall be allowed and paid by the mortgago. End the said Leo Isner and saure forthwith, and pending the existence company or companies acceptable to the missigns, the improvements on the hereby missigns, the benefit of the mortgages. All items of the premiums thereon with integrated collect the premium thereon with integra	recent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged and to the amount of at least desired by some first therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent relies or claim hereunder, and to place such policy or gagee, or the mortgage may effect said insurance exert as part of the mortgage debt.
the payment of all moneys owing under natured or not; and as to the balance, to pure the less of advertisement under the above in all be allowed and paid by the mortgagor and the said Leo Asner and some forthwith, and pending the existence company or companies acceptable to the mostgagor, the improvements on the hereby me to cause the policy or policies issued to inure to the benefit of the mortgagee. The existence of the mortgagee in the cause the policy or policies issued to inure to the benefit of the mortgagee. The existence of the mortgagee in the cause the premiums thereon with interest of collect the premiums thereon with interest of the mortgage.	recent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged land to the amount of at least desired by some first and soft said in case of fires, his heirs or assigns, to the extent relies or claim hereunder, and to place such policy or gages, or the mortgage may effect said insurance exest as part of the mortgage debt
the payment of all moneys owing under natured or not; and as to the balance, to pure the latest and	recent to the party selling or making said sale; secondly, this mortgage, whether the same shall have been then may it over to the said. Isner, his wife, their heirs or assigns, and power but no sale, one-half of the above commission rs, their representatives, heirs or assigns. Margaret V. Isner, his wife. further covenant to of this mortgage, to keep insured by some insurance cortgaged land to the amount of at least desired by some first and soft said in case of fires, his heirs or assigns, to the extent relies or claim hereunder, and to place such policy or gages, or the mortgage may effect said insurance exest as part of the mortgage debt

LIBER 307 PAGE 28

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Leo isner and Margaret V. isner, his wife,
and each acknowledged the aforegoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared
C. Glenn watson, widower,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortuage is true and bona fide as therein set for forth.
TARL
* WINCESS my hand and Notarial Seal the day and year aforesaid.
E-181 100

moge Westpl md

FILED AND RECORDED SEPTEMBER 7" 1954 at 10:20 A.M.

PURCHASE MOTEY

This Morinage, made this third day of September, in the year Nineteen Hundred and fifty four , by and between Charles R. Sliger and Mary K.

Sliger, husband and wife, -----

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of fifty seven hundred and fifty ---- Dollars (\$ 5750.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor a ,

BER 307 PAGE 29

dated the 3d. day of September, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland, and the proceeds of said note is to be applied on the purchase price of the herein mortgaged land.

AND WHEREAS, it is agreed that the Mortgagor a shall pay in reduction of the said

AND WHEREAS, it is agreed that the Mortgagor s shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$60.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage Indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3d.-- day of September 1964. *** notwithstanding any provision in this mortgage for monthly payments thereon in the meantlme, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

port, Allegany County, "aryland, known and numbered on the plat of Hammond's Addition to Westernport, as recorded in Liber No. 25 of the land records of Allegany County, Maryland, as lot No. one hundred and fifteen (115), the same fronting fifty feet on the West side of Hammond Street, and being the same property which was conveyed unto the said parties of the first part herein by deed from Katherine Rowe, dated September 2, 1954, which deed is to be recorded among the land records of Allegany County, Maryland, prior to the recording of this mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgages the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on the repart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levled or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale; in some newspaper published in Allegany County, aryland of not then sold, said property may be sold afterwards either privately or publicly, and as whole or in convenient parceis, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incldent to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the sald Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagon further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least fifty seven hundred and fifty and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Elarles & Taughlin

Charles Siles (SEAL)

* Mary Kash Lar Slages (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

WITNESS my hand and Notariai Seal the day and year last above written.

Richard Stubitum

supered I stop to

FILED AND RECORDED SEPTEMBER 7" 1954 at 10:20 A.M.

This Marigage, made this Third day of September, in the year Nineteen Hundred and fifty four, by and between Lloyd L. Welsh and Anna E. Welsh, husband and wife,

of Westernport, Allegany County, Maryland hereinafter called Mortgagor 8, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 100 the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

AND WHEREAS, the said loan is evidenced by the promiseory note of the said Mortgagon, dated the 3d. day of September ----- 19 54, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagora shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 20.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondiy, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of

the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3d. day of September 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor pits successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of "estemport in Allegany County, State of "eryland, situated on the North side of River Road or Church Street, fronting thereon a distance of 23 feet and extending back, the same width throughout a distance of 210 feet, and being the same property which was conveyed unto the parties of the first part herein by deed from Horace P. Whitworth, Trustee, dated June 3, 1947 and of record among the land records of Allegany County, "aryland in Liber No.215 Folio 349. To which deed so recorded a reference is hereby specially made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforcsaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; ail of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of saie, in some newspaper published in Allegany County, Maryland in ot then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person seiling.

The proceeds arising from such saie shall be applied: first, to the payment of all expenses incldent to such saie, including taxes, and a commission of eight per cent to the party making said saie; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor a. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor a to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee ,the improvements on the hereby mortgaged land to an amount of at least two thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

Anna E. Weinh (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 3d. day of September _____, in the year 19 54 before me, the subscriber, a Notary Publice _____ of the State of Maryland, in and for said County, personally appeared, Lloyd L. Welsh and Anna E. Welsh, his.

the within named Mortgagors, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth,

The President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona

fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard Swhite of the Notary Welling ?

seu. L'E

TLED AND RECORDED SEPTEMBER 7" 1954 at 10:30 A.M.

This	Mortgage,	Made this	4+	day of	September	
n the year	ar Nineteen Hundred	and Fifty	Four		by and betw	eer
	JOHN LEO DELA	NEY and	MARGARET	J. DELANEY,	his wife,	

of _______ County, in the State of Maryland, part les of the first part, and ______

IRVIN W. ENGLE

Wilbercas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Dollars, (\$8,000.00), which said sum the parties of the first part promise to pay unto the party of the second part, with interest thereon at the rate of Six Per Centum (6%) Per Annum, in monthly installments of not less than Sixty-Five Dollars, (\$65.00), which includes the interest, adjustments to be made semi-annually on said indebtedness; the first payment to be made on October 1, 1954, and on the 1st day of each and every month thereafter until the full sum of Eight Thousand Dollars, (\$8,000.00), and interest has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said_ parties of the first part give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on the southerly side of Bowery Street (formerly known as Main Street) in the Town of Frostburg, known and distinguished as Lot No. 6 of Block No. 25 of Beall's First Addition to the Town of Frostburg, a plat of which Addition is of record in Liber No. 30, folio 710 among the Land Records of Allegany County, Maryland, and more particularly described as follows: BEGINNING for the same on the said side of Bowery Street at a point where the same is intersected by the dividing line between Lots No. 5 and 6 of said Block No. 25 of said Addition, and running thence with the said side of said street South thirty-six degrees West fifty feet to the dividing line setween and dividing line South fifty-four degrees East one hundred fifty feet to an alley; thence with said alley, North thirty-six degrees East fifty feet to the aforesaid dividing line between Lots No. 5 and 6 of said Block, thence with said dividing line North fifty-four degrees West one West fifty feet to the dividing line between Lots No. 6 and 7 of said hundred fifty feet to the place of beginning. IT BEING the same property which was conveyed unto the said John Leo Delaney and Margaret J. Delaney, his wife, by James Howard Fuller, by deed dated the 4th day of September, 1954, and duly recorded among the Land Records of Allegany County, Maryland. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. provided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part; his heirs, executor s, administrator or assigns, the aforesaid sum of_ -----Eight Thousand Dollars, (\$8,000.00),----together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

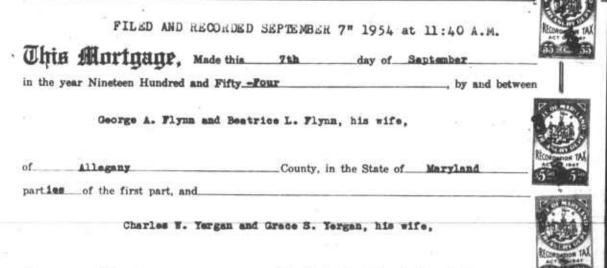
mortgage debt and interest thereon, the said parties of the first part,

and these presents are hereby declared to be made in trust, and the said.

party of the second part

LIBER 307 PAGE 34

	heirs, executors, administrators and assigns, or Edward J. Ryan	
	his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner fellowing to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
	matured or not; and as to the balance, to pay it over to the said	
	parties of the first part, their heirs or assigns, and	
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. Hnd the said parties of the first part	
	further covenant to	1
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	1
	Company or companies acceptable to the mortgagee or his heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least	
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
	to inure to the benefit of the mortgagee . his heirs or assigns, to the extent	li
	of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance	H
	and collect the premiums thereon with interest as part of the mortgage debt	
	Hitness, the handand scale said mortgagors.	
	Solm Leo Delaney[SEAL] Sohn LEO DELANEY [SEAL]	
	MARGARET J. DELANEY [SEAL]	
	State of Maryland,	1
	Allegany County, to-wit:	
	I hereby rertify, That on this 4th day of September,	
	The state of the first of the state of the s	-
	in the year nineteen Hundred and Fifty Four , before me, the subscriber.	
	a Notary Public of the State of Maryland, in and for said County, personally appeared	
	JOHN LEO DELANEY and MARGARET J. DELANEY, his wife,	
	and each acknowledged the aforegoing mortgage to be their	
	act and deed; and at the same time before me also personally appeared	
	IRVIN W. ENGLE	1
	the within named mortgagee, and made eath in due form of law, that the consideration in the c	
	mortgage is true and bons fide as therein set for forth.	
	7108	1100
	WITNESS my hand and Notarial Seal the day and year aforesaid.	123
ø		



of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Unbereas, the said parties of the first part stand indebted unto the said

DUDCTCRS, the seid parties of the first part stand indebted unto the said parties of the second part in the just and full sum of SEVENTY FIVE HUNDRED DOLLARS (\$7,500.00), as is evidenced by their joint and several promissory note of even date herewith for said sum of money, payable one year after date with interest from date at the rate of five (56) per cent per annum, to be computed on quarterly belences; and during the continuance of this indebtedness, said parties of the first part are to pay not less that Righty Dollars (\$80.00) per month, the first of said payments to be made one month after date and thereafter each and every month on the same date until said principal amount with the interest thereon are fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said.

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or percel of ground situate, lying and being on the Northeasterly side of Decatur Street, Cumberland, Allegany County, Maryland, known and designated as Lot No. 18, in Smith's Addition to Cumberland, and particularly described as follows, to-wit:

Street, at the Southwest corner of Lot No. 17, in Smith's Addition, and running thence with Decatur Street, South 488 degrees East 28 feet to the property now

owned by Deibert and Dichl, Inc., then with it North 412 degrees East 98 feet to the land now owned by Leone M. White, then with eaid land, North 482 degrees West 28 feet to said Lot No. 17, and with it by e straight line to the place of beginning. Excepting however, from the operation of this conveyance, the easement of cower rights granted by Elizabeth S. Pearre, widow, to Leona M. White, by deed dated August Slet, 1946, end recorded among the Land Recorde of Allegany County, in Liber No. 211, folio 189, and the part of eeid Lot No. 18, conveyed by the eeid Elizabeth S. Pearre, widow, to Leona M. White, by deed dated September 22, 1938, and recorded among eaid Land Recorde in Liber No. 181, folio 453. It being the same property conveyed by the said Elizabeth S. Pearre. widow, to the seid parties of the first part by deed dated October 15, 1948, and recorded among said Land Records in Liber No. 222, folio 655. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executors, administrator or assigns, the aforesaid sum of_ SEVENTY FIVE HUNDRED DOLLARS (\$7,500.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said_ parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, end these presents are hereby declared to be made in trust, and the said. parties of the second part, their Morrie Beron heirs, executors, administrators and assigns, or_ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant end convey the same to the purchaser or purchasers thereof, his, her or their heirs By giving at least twenty or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission

company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-five Hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages, thair heirs or assigns, to the extension	ano	the said perties of the first part further covenant
Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-five Hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages, thair heirs or assigns, to the extend to inure to the benefit of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mithers, the hand and seal of said mortgagors Attest: As to both: Dollars Morris Baron State of Maryland, Allegany County, formit: I hereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	20.11	
assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-five Hundred Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages, thair heirs or assigns, to the exten of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hitness, the hand and seal of said mortgagors Attest: As to both: Deorge A. Flynn Beatrice L. Flynn Beatrice L. Flynn In the year nineteen Hundred and Fifty Faur a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	insure forthy	ith, and pending the existence of this mortgage, to keep insured by some insura-
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages. thair heirs or assigns, to the extension of their lien or claim hereunder, and to place such policy of policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Bitness, the hand and seal of said mortgagors Attest: As to both: Deorge A. Flynn Beatflow L. Flynn State of Maryland, Alleganty County, in-mit: Jhereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	Company or	companies acceptable to the mortgagee or their
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages, thair heirs or assigns, to the extension of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. **Bilittess**, the hand and seal of said mortgagors** Attest: As to both: **Deorge A. Flynn Betflow E. Flynn GEAL! **Bilittess**, the hand and seal of said mortgagors** Allegany County, in-mif: **Jhereby ferfify,** That on this **The day of September** in the year nineteen Hundred and Fifty Four hefore me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Yargan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. **The State of Maryland and Notarial Seal the day and year aforesaid.**	assigns, the i	nprovements on the hereby mortgaged land to the amount of at least
to inure to the benefit of the mortgages, thair heirs or assigns, to the extension of their lien or claim hereunder, and to place such policy of policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittiness, the hand and seal of said mortgagers Attest: As to both: Deorge A. Flynn Beatfile L. Flynn State of Maryland, Allegany Chunty, in-mit: J hereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ocorge A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made onth in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.		Seventy-five Hundred Dolla
their lien or claim hereunder, and to place such policy of policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Hitness, the hand and seal of said mortgagors Attest: As to both: Deorge A. Flynn Beatrice L. Flynn State of Maryland, Allegany County, in-mit: J hereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared Ocorge A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	and to cause	the policy or policies issued therefor to be so framed or endorsed, as in case of fir
policies forthwith in possession of the mortgagees, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Hithess, the hand and seal of said mortgagors Attest: As to both: Deorge A. Flynn Bestrice L. Flynn State of Maryland, Allegany County, fo-mil: I hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscribes a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Bestrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	to inure to th	benefit of the mortgages , their heirs or assigns, to the ext
Attest: As to both: Deorge A. Flynn Beatrice L. Flynn State of Maryland, Allegany County, fo-mil: I hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscribes a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	of	their lien or claim hereunder, and to place such policy
Attest: As to both: Deorge A. Flynn State of Maryland. Allegany County, to-mit: J hereby certify. That on this 7th day of September in the year nineteen Hundred and Fifty Four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles F. Yergan, one of the within named mortgagees and made onth in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	policies forth	
As to both: Deorge A. Flynn Beatrice L. Flynn State of Maryland, Allegany County, fo-mit: Jhereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	and collect th	e premiums thereon with interest as part of the mortgage debt
As to both: Deorge A. Flynn Beatrice L. Flynn State of Maryland, Allegany County, fo-mit: Jhereby rertify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	333;+,	NGC 41 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
State of Maryland, Allegany County, in-mit: Jhereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscribes a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WILESS my hand and Notarial Seal the day and year aforesaid.	ALC: LLI	the hand and seal of said mortgagors
State of Maryland, Allegany County, in-mit: J hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	Attest:	6 11
State of Maryland, Allegany County, in-mit: J hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.		As to both: Leaner a FlennisEA
State of Maryland. Allegany County, in-mit: Jhereby certify. That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife. and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	0	George A. Mynn
Allegany County, in-mit: J hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINTESS my hand and Notarial Seal the day and year aforesaid.		Morris Beron Beatrice L. Flynn [SEA]
Allegany County, in-mit: J hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINTESS my hand and Notarial Seal the day and year aforesaid.		
I hereing certifit. That on this 7th day of September in the year nineteen Hundred and Fifty Four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Tergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. ESS my hand and Notarial Seal the day and year aforesaid.	viale of	Maryland,
in the year nineteen Hundred and Fifty Frur , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Gharles W. Yergan, one of the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. **TESS* my hand and Notarial Seal the day and year aforesaid.	Allegan	County, to-wit:
in the year nineteen Hundred and Fifty Frur , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Gharles W. Yergan, one of the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. **TESS* my hand and Notarial Seal the day and year aforesaid.		
a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINDESS my hand and Notarial Seal the day and year aforesaid.	I h	ereby rertify. That on this 7th day of September
a Notary Public of the State of Maryland, in and for said County, personally appeared George A. Flynn and Beatrice L. Flynn, his wife, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINDESS my hand and Notarial Seal the day and year aforesaid.	in the year	insteen Hundred and Fifty Pour
and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yargan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. The ESS my hand and Notarial Seal the day and year aforesaid.		
and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Charles W. Yergan, one of the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. Charles W. Yergan, one of the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	a Notary Pu	olic of the State of Maryland, in and for said County, personally appeared
Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINDESS my hand and Notarial Seal the day and year aforesaid.		George A. Flynn and Beatrice L. Flynn, his wife,
Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WINDESS my hand and Notarial Seal the day and year aforesaid.		
Charles W. Yergan, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. ESS my hand and Notarial Seal the day and year aforesaid.	and	acknowledged the aforegoing mortgage to be their
the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITH ESS my hand and Notarial Seal the day and year aforesaid.	act and deed	and at the same time before me also personally appeared
mortgage is true and bona fide as therein set for forth. WILLESS my hand and Notarial Seal the day and year aforesaid.		Charles W. Yergan, one of
mortgage is true and bona fide as therein set for forth. WILLESS my hand and Notarial Seal the day and year aforesaid.	the within na	med mortgings, and made cath to do do d to d to d to d
WILLESS my hand and Notarial Seal the day and year aforesaid.		
	mortgage is t	we and bona fide as therein set for forth.
	1. 经经济	
		S my hand and Notarial Seal the day of
Elel Garey G. O. Drunell	0 1	o my mand and riotatian count the day and year aforesaid.
- Carlyn D. ODounell	三13例	the first that the second of t
	5 01	- Carlyn D. ODounell

FILED AND RECORDED SEPTEMBER 7* 1954 at 12:15 P.M.

Purchase Money

This Martiner, Made this day of deptember

in the year Nineteen Hundred and Fifty Four by and between

Irving Scott Athey and Mildred See Athey, his wife

County, in the State of Maryland parties of the first part, and Kenneth T. Hager and Margery M. Hager, his wife,

Cumberland, Allegany County, in the State of Maryland parties of the second part, WITNESSETH:

Said parties of the second part in the full and just sum of Forty Three Hundred and sixty six dollers and forty five cents (\$4366.45), being the upaid balance of the purchase price of the hemeinafter desribed propert owing unto the parties of the second by the parties of the first part, which indebtedness is evidenced by the promissory note of the said part es of the first part of even date herewith for the sum of (4366.45) payable two years after date, with interest thereon, at the rate of six per centur, per annum, it being understood that payments of not less than Forty Fiv (\$45.00) shall be made each month, on account of principal and interest, as herein stated, the interest to be computed and deducted from said payments semi-annually and balance to be oredited to principal debt.

ROW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do here by give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit: All that let er parcel of ground aituated in Election District No. 29 on the East Side of the Cash Valley Read at the end of the third line of the Deed from Pearl Floren e Albright to Clarence Earl Evans and Edith Mae Evans, his wife, dated October ______, 1945, and recorded or to have been recorded among the land records of Allegany County, Maryland, and running thence by said Road, South 33 degrees and 30 minutes West 208.7 feet to a stake; thence leaving said road, South 50 degrees East 202.5 feet to a stake; thence North 33 degrees 30 minutes Heat 244

of the third line of the eforementioned deed to Clarence Earl Evans, thence with said third line, North 60 degrees West 205.9 feet to the place of beginning. Being the same piece and parcel of land which was conveyed unto the said parties of the first part by the parties of the second part herein, by deed of even date herewith and intended to be recorded among the land records of Allegany County, Maryland, simultane ously with this instrument. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor , administrator or assigns, the aforesaid sum of Forty Three hundred and sixty six dollars and forty five cents together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the secondpart, their heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary. and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for csah, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the heirs or sasigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagon, their representatives, heirs or assigns. Hnd the said parties of the first part further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

company or companies acceptable to the mortgageen or their

assigns, the improvements on the hereby mortgaged land to the amount of at least (\$\displant{1}{2}+000.00)	D-11-
and to cause the policy or policies issued therefor to be so framed or endorsed, as in	Dollars, n case of fires,
to inure to the benefit of the mortgagee \$ their heirs or assigns	, to the extent
of their lien or claim hereunder, and to place a policies forthwith in possession of the mortgagee g, or the mortgageegmay effect a and collect the premiums thereon with interest as part of the mortgage debt.	
Attest: Invited Care Scott Ather Invited Care Mildred Lee Ather	[SEAL]
State of Maryland,	Y
Allegany County, to-wit: I hereby certify, That on this 7th day of the	tember -
in the year Nineteen Hundred and Fifty Four , before me, the	he subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appear	
Irving Scott Athey and Mildred Lee Athey, his wife	
and they each acknowledged the aforegoing mortgage to be their	10.00
act and deed; and at the same time before me also personally appeared. Kenne th.	T. Hager
and Margery M. Hager, his wife	
the within named mortgageeS and made oath in due form of law, that the consider	ation in said
mortgage is true and bona fide as therein set forth.	
R.C. C.	15 11 4 14
TINESSOMY hand and Notarial Seal the day and year aforesaid.	Andrew Trans
WHIT On	
Not	ary Public.

Compared and Maded Delivered 2025

FILED AND RECORDED SEPTEMBER 7" 1954 at 1:05 P.M.

This Mortgage, Made this 300 day of SEPTEMBER in the	
year Nineteen Hundred and fifty four by and between	130
Cecelia E. Ackerson	
of Allegany County, in the State of Maryland, part Y of the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-	Mosean WA
land, party of the second part, hereinafter called mortgagee.	
WITNESSETH: Witne	TENTE
which said sum the mortgagors agree s to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:	
By the payment of Twenty Nine and 81/100 (\$29.81) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	20 TEM 50

Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do ** give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land situated, lying and being on the northeasterly side of Valentine Avenue, in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a point on the northeasterly side of Valentine Avenue distant 285.4 feet westerly from the northwesterly intersection of Frederick Street and Valentine Avenue, and running then with the said northeasterly side of Valentine Avenue in a northwesterly direction North 50 degrees 25 minutes West 65 feet, then North 37 degrees 20 minutes East 145 feet, more or less, to a point on the fourth line of the lot conveyed by John A. Norris et ux to Frank B. Valentine by deed dated December 3, 1914, which is recorded in Liber 115, Folio 587, one of the Land Records of Allegany County, Maryland, and running then with said fourth line of the last mentioned deed reversed in a southeasterly direction South 49 degrees 15 minutes East 65 feet, and then South 37 degrees 20 minutes West 145 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the party of the

first part by deed of Benjamin R. Valentine et ux dated September 25, 1948, which is recorded in Liber 222, Folio 409, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt gregate the original amount hereof provided, the full amount of any such advance is used for payexceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant sto maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant a generally to, and covenant a with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, here, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Bno it is Egreco that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public ilens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant 8 to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duiy constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days or assigns; which sale shall be at public auction for cash, and the proceeds arising from such Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagora, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagora, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Eight Hundred (\$3800.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its iten or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do Shereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

al representatives, do 68 hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable afte

Hittess, the hand and seal of said mortgagors

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this_ in the year nineteen Hundred and Fifty Four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Cecelia E. Ackerson (widow)

the said mortgagors herein and ans acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

> my hand and Notarial Seal the day and year aforesaid. Henre d

Notary Public

Compared and Summer Delivered and the

FIL ED AND RECORDED SEPTEMBER 7" 1954 at 1:15 P.M.

This Mortgage,	Made this 3RB day of	SEPTEMBER in	the
year Nineteen Hundred and fift			12
	and Mary K. Hiller,		_
1777-1814	made in the control of		
inafter called mortgagors, and corporate, incorporated under t	First Federal Savings and I the laws of the United States	ryland, parties of the first part, h oan Association of Cumberland, a b of America, of Allegany County, M	oda
land, party of the second part,	hereinafter called mortgage	е.	

WITNESSETH:

Eighteen Hundred Fifty & 00/100 - - - - (\$1850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - (\$30.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that part of that lot or parcel of ground situate, lying and being on the south side of Mery Street in the City of Cumberland, Allegany County, Meryland, and being part of Let No. h29, in the Humbird Land and Improvement Company's Addition to Cumberland, a plat of which said addition is recorded in Liber 1, felio 8 one of the Plat Records of Allegany County, Maryland, and more particularly described as fellows, te-wit:

Beginning on the south side of Mary Street at the intersection thereof with the east side of Ella Avenue, said point being South 8% degrees East 42 feet from an iron pin in the center of the intersection of said etreet end avenue, and running then with the seid street, South 53% degrees East 13% feet to a point where a line drawn perpendicular to said Mary Street will pass thru the partition wall of the double house on this lot, then South 36% degrees West 150 feet to an alley, then with seid alley North 53% degrees West 13% feet to eaid Ella Avenue, and with it Worth 36% degrees East 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Doneld D. Utt end Elizabeth S. Utt, his wife, of even date, which is intended to be recorded among the Lond Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby accured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enoths said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eightsen Hungred Pifty & 00/100 - - (\$1850.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rests and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and perconal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager at to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after defau

Witness, the hand and seal of said mortgagors.

	ж.			-4	
114	а.	п	-	œт	١,
	-	44	ΑС	o.	н

Robert Willer Many, K. Miller Hary R. Willer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3RO day of SENTEMBER

in the year ninetoen Hundred and Fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Miller and Mary E. Miller, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WTNESS my hand and Notarial Seal the day and year aforesaid.

Jense Lota Notary Public.

PILED AND RECORDED SEPTEMBER 7" 1954 at 1:15 P.M.
purchase money

This Martinary, Made this 320 day of SEPTEMBER in the sear Nineteen Hundred and fifty—four by and between George W. Williams and Martha J. Williams, his wife,

of Allegany County, in the State of Maryland, partles of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Five Thousand & 00/100 - - - - (\$5000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-three & 30/100 - - (\$33.30) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground situated on Johnson Heights, in Cumberland, Allegany County, Maryland, known as part of Lot No. 16 and whole Lot No. 17 of Block No. 21 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, smong the Plat Records of Allegany County, Maryland, in Liber 1, folio 43, and the property hereby conveyed being described as follows, to-wit:

Beginning for the same at a point along the westerly side of Brookfield Avenue, said point of beginning being distant 87.5 feet measured in a southerly direction along the westerly side of said Brookfield Avenue from its intersection with the southerly side of Arundel Street, and running then with the westerly side of Brookfield Avenue South 2 degrees 51 minutes West 52.5 feet; then at right angles to Brookfield Avenue North 87 degrees 09 minutes West 125 feet to the easterly side of a 15 foot alley, and with it North 2 degrees 51 minutes East 52.5 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning; and then reversing said intersecting line, Bouth 87 degrees 09 minutes East 125 feet to the

UBER 307 MGE 48

place of beginning. All courses refer to the true meridian.

Being the same property which was conveyed unto the parties of the first part by deed of Charles W. Redinger and Hazel E. Redinger, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the important to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Five Thousand & 00/100 - - - - (\$5000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness

hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after defa

Hitness, the hand and seal of said mortgagors.

Attest:

State of Maryland,

Allegany County, to-mit:

The state of the state of the

I hereby certify. That on this 340 day of SEPTEMBER

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Williams and Martha J. Williams, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

TENESS my hand and Notarial Seal the day and year aforesaid.

Bened I Hank Notary Public.

FILED AND RECORDED SEPTEMBER 8" 1954 at 2:30 P.M.

day of

September in the year mineteen hundred and fifty-four

, by and between

Jennings W. Beery and Helen W. Beery, his wife,

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,

Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

Jennings W. Beery and Helen W. Beery, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) - - - - - - - - - Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be September 30, 1954 payable on_

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Jennings W. Beery and Helen W. Beery, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Cumberland, Allegany County, State of Maryland, known as Lot No. 207, of The Cumberland Improvement and Investment Company's Southern Addition to said City, and which said lot is more particularly described as follows:

BEGINNING on the East side of Arch Street, at the end of the first line of Lot No. 206, and running thence with Arch Street, South 18 degrees 34 minutes West 40 feet, then South 71 degrees 26 minutes East 100 feet to the West side of Hattie Alley, then with said Alley, North 18 degrees 34 minutes East 40 feet to the end of the second line of Lot No. 206, and with said line reversed, North 71 degrees 26 minutes West 100 feet to the beginning.

It being the same property which was conveyed to the Mortgagors by John E. Beery and Clara H. Beery, his wife, by deed dated July 14, 1947, and recorded in Liber 216, folio 315, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged by Chapter 923 of the Laws of Maryland passes at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas & Keech

Jennings W Beery (SEAL)

Helen W. Beery (SEAL

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th. day of September

in the year ninetoen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Jennings W. Beery and Helen W. Beery, his wife,

and each acknowledged, the foregoing mortgage to be

their act am

deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make outh that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Bea a Siebert Hotary Public .

my ge City 15 57

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:20 A.M.

This Mortgage, made this Second day of Angelia Color

, in the

year Nineteen Hundred and fifty-four , by and between

Golden C. Barger and Patricia Ann Barger, his wife,

hereinafter called Mortgagor S, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Theodore L. Stegmaier and Margaret E. Stegmaier, his wife,

hereinafter called Mortgagee 8 , which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part lesof the second part, witnesseth:

WHEREAS, The said Golden C. Barger and Patricia Ann Barger, his wife, stand indebted unto the said Mortgagees in the just and full sum of Two Thousand (\$2,000.00) Dollars, payable one year after date with interest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinterest from date at the rate of Five (5%) per centum per annum payinter

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagers do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All of that piece or parcel of land lying and situate two and one-half miles Eastof Cumberland, on the South side of the Williams Road, near the intersection of the Christie Road in Election District No. 22, Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pin in a driveway, same being at the end of a line drawn South 83½ degrees East 34.5 feet from the Southeast corner of Harry Devore's dwelling and running with the limits of Williams Road, South 24½ degrees East 72.5 feet to a point 13 feet distant on the Fifth line of the original. Then with the remainder of said Fifth line, South 68 degrees 12 minutes West 465.8 feet to two small white oaks, North 35 degrees 29 minutes West 71.8 feet to a stake, small white oaks, North 35 degrees 29 minutes West 71.8 feet to a stake, North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end North 71 degrees 50 minutes East 72.5 feet to a pin, it being the e

It being the same property which was conveyed unto the said Morteagors by Theodore L. Stegmaier and wife, by deed dated the Z day

UBER 307 MGE 53 of Anguar, 1954, and to be duly filed for record among the Land Records of Allegany County. AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. PROVIDED that if the said Mortgagor g shall pay to the said Mortgagee g the aforesaid Two Thousand (\$2,000.00) Dollars - - - - - and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. AND IT IS AGREED, that until default be made in the premises, the said Mortgagor g occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable. BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee 3 or George R. Hughes, their - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland - not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling. The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagors . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising. AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee g . the premium or premiums for said insurance when due. WITNESS the hand and seal s of said Mortgagor s Attest: (SEAL) (SEAL) (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

Notary Public

Cumpertano, Raty Link

FOR VALUE RECEIVED, we the undersigned, hereby assign the within and aforegoing Mortgage unto The Liberty Trust Compnay, Cumberland, Maryland, and guarantee the payment thereof in strict accordance with the terms and conditions above set forth.

WITNESS our hands and seals the day and year, above written.

Id Dialey

Theodore L. Stemmaler

Margaret E. Stammer (SEAL)

Margae Edg Margae Edg God T

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.

This Mortgage, Made this ____ 7#.

day of

September in the year nineteen hundred and fifty-four

by and between

Arthur N. Elkins and Alice R, Elkins, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

Arthur N. Elkins and Alice R. Elkins, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirteen Hundred Pifty (\$1350.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Arthur N. Elkins and Alice R. Elkins, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in Allegany

County, State of Maryland, and more particularly described as Lot No. 474 of Section "A", Amended Plat No. 2, Plat Case No. 98, of the Land Records of Allegany County, Maryland, of the Bowman's Cumberland Valley Addition to the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING 40 feet from the intersection of the Northerly side of Lexington Street and the Westerly side of Lake Avenue and with said Lake Avenue, North 22 degrees 10 minutes East 40 feet, North 67 degrees 50 minutes West 150 feet to the Easterly side of an alley, and with it, South 22 degrees 10 minutes West 40 feet to the division line between Lots No. 473 and the property herein conveyed, and with it, South 67 degrees 50 minutes East 150 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by The Cumberland Lumber Company, by deed dated September 8, 1944, and recorded in Liber No. 201, folio 365, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred Fifty (\$1350.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof vided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns. Maria de la Segui de La Carta de La Carta

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred Fifty (\$1350.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Arthur a Uhingseal)

COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of September

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Arthur N. Elkins and Alice R. Elkins, his wife,

acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the Prezident, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.

This Morigage, Made this

September in the year nineteen hundred and fifty-four , by and between

Clifford 5.Albright and Martha A. Albright, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

Clifford O. Albright and Martha A. Albright, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Nine Hundred (\$3900.00) - - - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954







NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clifford O. Albright and Martha A. Albright, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of the State Road in the Village of Ellerslie, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of the State Road at the end of 89.7 feet measured in a Southerly direction along the Westerly side of said State Road from the Easterly point of the triangular spire of the stone monument at the intersection of the Westerly side of said road with the Mason and Dixon line, and running thence with the Westerly side of said State Road, South 3 degrees and 4 minutes West 116.2 feet to a point in a locust tree at the intersection of the Westerly side of said State Road with the Northerly side of a privat alley 15 feet wide, thence with the Northerly side of said alley, North 85 degrees and 42 minutes West 150 feet to a stake, then North 3 degrees and 4 minutes East 116.2 feet, then South 85 degrees and 42 minutes East 150 feet to the place of beginning.

It being the same property described in a deed from Samuel H. Albright and wife to Clifford O. Albright dated May 20, 1925, and recorded among the Land Records of Allegany County in Liber No. 153, folio 14.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgages, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Thirty-Nine Hundred (\$3900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, came to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgages's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1949 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Nine Hundred (\$3900.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

TO CHARLES AND AN AREA OF THE SHARE SHARE THE PARTY OF TH

SERVICED REVELETANT OF POSTINA COMPRIANCE OF MILE THE PER

ATTEST:

Burgan Smith

Clifford O. Albert (SEAL)

Martin A. Albright BAL)

CHECKED CAR THE STREET

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7 th day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Clifford O. Albright and Martha A. Albright, his wife,

act and acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

t. The winess whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Lowley Publi

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.

This Mortgage, Made this ____ 200.

day of

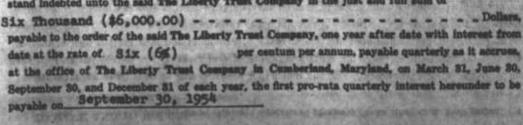
September in the year mineteen hundred and fifty-four

Elonza H. Hare and Evelyn L. Hare, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the mesculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Elonza H. Hare and Evelyn L. Hare, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Elonza H. Hare and Evelyn L. Hare, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

. All the following two described lots and parcels of land situated on Ridgedale Avenue, in the City of Cumberland, Maryland, and known as Lots Nos. 47 and 48 of Block No. 18 of The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, which are more particularly described as follows, to-wit:

LOT NO. 47: BEGINNING for the same at a point on the Northerly side of Ridgedale Avenue at the end of the first line of Lot No. 46 and running thence with the North side of Ridgedale Avenue, North 42 degrees 58 minutes East 25 feet, thence at right angles to said Ridgedale Avenue, North 47 degrees 2 minutes West 93.3 feet to the Southerly side of Greene Street, thence with the Southerly side thereof, South 42 degrees 58 minutes West 25 feet to the end of the second line of Lot No. 46, thence reversing said second line, South 47 degrees 2 minutes East 93.3 feet to the place of beginning.

LOT NO. 48: EEGINNING for the same at a point on the Northerly side of Ridgedale Avenue at the end of the first line of Lot No. 47 and running thence with the North side of Ridgedale Avenue, North 42 degrees 58 minutes East 25 feet, thence at right angles to said Ridgedale Avenue, North 47 degrees 2 minutes West 93.3 feet to the Southerly side of Greene Street, thence with the Southerly side thereof, South 42 degrees 58 minutes West 25 feet to the end of the second line of Lot No. 47, thence reversing said second line, South 47 degrees 2 minutes East 93.3 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry I. Alexander, divorced, and Mary Eileene Alexander, divorced, by deed dated the 24th day of September, 1952, and recorded in Liber No. 244, folio 475, one of the Land Records of Allegany County

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case/of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Six Thousand (\$6,000.00) - - - - - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Flore H. Hare (SEAL)

Evelon & Have (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th. day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Elonza H. Hare and Evelyn L. Hare, his wife,

each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said m and duly authorized by it to make this affidavit.

itness whereof I have hereto set my hand and affixed my notarial seal the day and year

Janeus M Forly

رے

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.

This Mortgage, Made this ______

day of

September in the year nineteen hundred and fifty-four

, by and between

Wesley H. Abrams and Elizabeth M. Abrams, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said.

Wesley H. Abrams and Elizabeth M. Abrams, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Seventeen Hundred Fifty (\$1750.00) - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be
payable on September 30, 1954





NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Wesley H. Abrams and Elizabeth M. Abrams, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground lying in the City of Cumberland, County of Allegany, State of Maryland, and designated as Lot No. 1 on a certain plat of Sub-division of Property of Herman DuBrau, deposited among the Land Records of Allegany County, in Plat Case Box 38 and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of said Piedmont Avenue, distant 100 feet measured in a Northeasterly direction along the Westerly side of said Piedmont Avenue, from an iron pipe at the end of the first line of a parcel of ground conveyed by W. K. Cowden, Trustee, to Charles B. McElfish, by deed dated April 12, 1913, and recorded in Liber 112, folio 217, one of the Land Records of said Allegany County, and running thence with the Westerly side of said Piedmont Avenue, North 71 degrees 49 minutes East 54.53 feet to intersect a line drawn North 36 degrees 8 minutes West from an iron pipe planted on the center line of said Piedmont Avenue at the turn in said Avenue, near its junction with Columbia Avenue, thence North 36 degrees 8 minutes West 111.72 feet to the Southerly side of a drive 20 feet wide, as laid off through the property of the said Herman DuBrau, thence with the Southerly side of said drive, South 53 degrees 52 minutes West 4.88 feet, South 81 degrees 18 minutes West 64.34 feet, South 86 degrees 19 minutes West 63.14 feet to the boundary line of said DuBrau property, thence with said boundary line, South 57 degrees 58 minutes East 170.74 feet to the place of beginning. All Bearings refer to the True Meridian.

gagors by Gertrude DuBrau Kogler, et vir, by deed dated September 4, 1936, and recorded in Liber 175, folio 568, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred F1fty (\$1750) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Pifty (\$1750,00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, slipulations and covenants aforesald are to extend to and bind

UBER 307 MEE 64

the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

	the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.	0.431
- 1	WITNESS, the hand and seal of said mortgagor.	8 1
- 1	7	
- 1	Wasley Haloan	
- 1	ATTEST: Wesley H Abrama (SEAL)	
- 1	CO: 1 15 01	
١.	Thomas L Keach Clinabeth M. (Parametic)	5.2
- 1	Elfzabeth M. Abrams	-4
-		
. 1	STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:	
	I hereby Certify, that on this 300 day of September in the year nineteen	
- 1		
- 1	11109-1041	
	State of Maryland in and for the county aforesaid, personally appeared	
	Wesley H. Abrams and Elizabeth M. Abrams, his wife,	
	and each acknowledged, the foregoing mortgage to be their act and	1
	deed; and at the same time, before me, also personally appeared Charles A. Piper,	-
	President of The Liberty Trust Company, the within named mortgagee and made oath in due form	
	of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the	
	said Charles A. Piper	
- 1	did further, in like manner, make oath that he is the President, and agent or attorney for said	
	corporation and duly authorised by it to make this affidavit.	-2.5
	In witness whereof I have hereto set my hand and affixed my notarial seal the day and year	
	- do	900
18	101 Manu	100
(5)	Notary Public	
1	11.36 A	
1		
-	The state of the s	
	panel and Mailed February (2003)	
	miger Chy So	
	10.2 7. 11 × ×	
	FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.	
	771.1. 00	6.13
	This Mortgage, Made this the day of	20 50
	September in the year nineteen hundred and fifty-four . by and between	紅腦
		39 13
	Delphia Ray Auvil and Rita Roberta Auvil, his wife,	
	of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which	23 33
	expression shall include the plural as well as the singular, and the feminine as well as the masculine,	50 10
	as the context may require, and The Liberty Trust Company, a corporation duly incorporated under	K E
	the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,	變異
	Maryland, of the second part, hereinatter sometimes called mortgages, Witnesseth:	咽腳
	Witnesseth: Whereas, the said	8 1
		8 1
-	Delphia Ray Auvil and Rita Roberta Auvil, his wife,	_E
	stand indebted unto the said The Liberty Trust Company in the just and full sum of	
_	THE RESERVE AND ADDRESS OF THE PROPERTY OF THE	mark his

4

Two Thousand (\$2,000.00) - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Delphia Ray Auvil and Rita Roberta Auvil, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described parcel of land situate in the City of Cumberland, Allegany County, Maryland, described as follows:

BEGINNING for the same at a point on the Easterly side of Wilmont Avenue at the end of 20 feet on the second line of the whole lot of which this is a part, said whole lot having been conveyed by Christopher Nutt, Sr. and wife, to Bernedina Nutt (whose name is now Bernedina Goetz), by deed dated September 22, 1878, and recorded in Liber No. 55, folio 47, one of the Land Records of Allegany County, and running thence with part of said second line, as corrected by magnetic variation, North 55 degrees East 60 feet, thence with a line parallel to Wilmont Avenue, South 36 degrees 30 minutes East 30 feet, thence with a line parallel to the second line of the whole lot aforesaid, South 55 degrees West 60 feet to the Easterly side of Wilmont Avenue, thence with the Easterly side thereof, North 36 degrees 30 minutes West 30 feetfo the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by the Investors Realty Corporation, by deed dated July 3, 1942, and recorded in Liber No. 193, folio 656, one of the Land Records of Allegany County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgager bireby coverants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when lightly demandable; and it is further agreed that in-

case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, excessors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Delphia Ray Auvil (SEAL)

Thomas & Keel

Rife Rederte Auvil (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th. day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Delphia Ray Auvil and Rita Roberta Auvil, his wife,
and each acknowledged, the foregoing mortgage to be their act and
deed; and at the same time, before me, also personally appeared. Charles A. Piper
President of The Liberty Trust Company, the within named mortgages and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
said Charles A. Piper
did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

Solution whereof I have hereto set my hand and affixed my notarial seal the day and year

UPLIV

Bud Biller Public



FILED AND RECORDED SEPTEMBER 8" 1954 at 9:00 A.M.

This Mortgage, Made this _____ day of

September in the year mineteen hundred and fifty-four

Contract of the Contract of

, by and between

John R. Kelly and Marie Kelly, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages,

Witnesseth:

Whereas, the said

John R. Kelly and Marie Kelly, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of

Eleven Hundred (\$1100.00) - - - Dollars,

payable to the order of the said The Liberty Trust Company, one year after date with interest from

date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,

September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be

payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John R. Kelly and Marie Kelly, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground designated by the figure "2" on Plat No. 2, filed in No. 7500 Equity, in the Circuit Court for Allegany County, and which said lot or parcel of ground is situated on the Southerly side of Williams Street at the intersection of the Easterly side of Miltenberger Street and more particularly described as follows, to-wit:

BEGINNING at a stake planted at the intersection of the Southerly side of Williams Street with the Easterly side of Miltenberger Street and running thence with the Southerly side of Williams Street, South 81 degrees 42 minutes East 35 feet to the end of the third line of Lot No. 1 and then reversing said third line, South 28 degrees West 119 feet 7½ inches to the end of the second line of said Lot No. 1, and then with said second line, extended Westerly, North 612 degrees West 32-2/3 feet to the Easterly side of said Miltenberger Street and with it, North 282 degrees East 108 feet to the beginning.

It being part of the same property which was conveyed unto the said Mortgagors by Julia Ann Kelly, widow, by deed dated June 24, 1921, and recorded in Liber No. 137, folio 146, one of the Land Records of Allegany County.

and the step of the state of th

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Bleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

UBER 307 PAGE 69

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3nd day of

September

in the year nineteen

hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

John R. Kelly and Marie Kelly, his wife,

acknowledged, the foregoing mortgage to be their each deed; and at the same time, before me, also personally appeared Charles A. Piper

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

s whereof I have hereto set my hand and affixed my notarial seal the day and year

Swasieur

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:20 A.M.

Carehade money This Mortgage, Made this 2 me day of

in the year nineteen hundred and fifty-four

, by and between

Arthur Bowser and Lucinda Bowser, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Arthur Bowser and Lucinda Bowser, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,

SHALL PRINTED AND STORY OF A STREET SHALL SHALL

September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

the second because of a second second second

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Arthur Bowser and Lucinda Bowser, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situated on Moor's Run, near the Town of Barton, in Election District No. 9, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the beginning of the first line of lot conveyed by Andrew B. Shaw, et ux, to Mary J. Lashbaugh, by deed dated October 9, 1874, and recorded in Liber 44, folio 137, one of the Land Records of Allegany County, Maryland, and running thence South 71 degrees West 100 feet, then North 19 degrees West 100 feet, then North 71 degrees East 100 feet, then South 19 degrees East to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Lloyd B. Shaw and wife, by deed dated the 6th day of August, 1953, and recorded in Liber No. , folio , one of the Land Records of Allegany County.

Subject to the reservation of all Mineral rights and liability for removing the same as set forth and contained in the above deed, special reference to which said deed is hereby made for a complete recital thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Five Hundred (\$500.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

arthur Bowle (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2 and day of

in the year nineteen

hundred and fifty-four

un Sm Ele

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Arthur Bowser and Lucinda Bowser, his wife,

acknowledged, the foregoing mortgage to be their and each deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorised by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

	FILED AND RECORDED SEPTEMBERS" 1954 at 9:30 A.M.
1	This Murigage, Made this day of September by and between
1178	n the year Nineteen Hundred and Fifty of OUF by and between
i	Leo isner and Margaret V. Isner, his wile,
	The state of the s
	ofCounty, in the State of Maryland
	parties of the first part, and
	Robert A. Sisk,
'	Allegany County, in the State of Maryland
	01
	partof the second part, WITNESSETH:
4	Unbereas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the Second Part in the full and just sum of Eight Hundred Thirty-six and 91/100 Dollars, and which said sum shall bear interest at the rate of six per cent per annum and which said principal and interest shall be repaidin equal monthly installments of Fifteen Dollars per month, the first of which said payments shall become due and payable one month from the date hereof and monthly thereafas until fully paid, out of which said payments first shall be paid the interest on said principal sum or any unpaid balance thereof, the balance of said payment to be applied to the reduction of said principal sum; with the right reserved unto the said Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.
1	THE REAL PROPERTY AND ADDRESS OF STREET
1	
1	
1	The second secon
1	Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
	paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	paid, and in order to secure the prompt payment
1	of, together with the interest thereon, the said
1	Leo isner and Margaret V. Isner, his wife,
	do give, grant, bargain and sell, convey, release and confirm unto the said
	heirs and assigns, the following property, to-wit:
	All that lot, piece, and parcel of land lying and being six or seven miles northeast of Cumberland, in Allegany County, Maryland, on the north side of a road leading from the Bedford Road to Bottle Run, being described as follows, to-wit:
	on the northwest bank of said hoad, at the end of 10.5 perches on the fourth and last line of the whole lot, known as the "Parsonage Lot", and also at the end of a reference line drawn from the southeast foundation corner of the Elliott "emorial Methodist Church, North od degrees 45 minutes East 8618 feet; and running thence with the remainder of the fourth and last line of the aforesaid Parsonage
	being of the account trains of the arbits toracounts past some of the

307 MGE 73

Lot, Morth 38 degrees East 15 perches; thence with the first and part of the second lines of the whole Parsonage Lot, North 53 degrees 45 minutes west 30 perches, South 38 degrees West 14.5 perches mu 3 links to a stake in a stone pile, and witnessed by trees bearing 3 notches each; thence across the whole lot, South 53 degrees 45 minutes East 30 perches to the place of beginning, containing 2.75 acres, more or less.

The aforesaid property is the same property being conveyed by deed of even date herewith from from Mary A. Sisk and Invin E. Sisk, her husband; and Robert A. Sisk and Estella M. Sisk, his wife, to Leo Isner and Margaret V. Isner, his wife, and which said deed is to be recorded prior to the recordation of this mortgage, a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways,

DIOVICEO, mine	if the said Leo Isner and Margaret V. Isner, his wife
	heirs, executors, administrators or assigns, do and shall pay to the said
executor , administrator	or assigns, the aforesaid sum of
Eight Hundred	Thirty-six and 91/100 Dollars,
	The state of the s
tomther with the interes	t thereon, as and when the same shall become due and payable, and in
the meantime do and sh	all perform all the covenants herein on their part to be
performed, then this mor	그 사람이 하는 것 같아요. 이번 사람들이 없는 것이 되었다면 하는 것이 없는 것이 없습니 없는 것이 없습니 없는 것이 없는 것이 없습니 없는 것이 없습니 없는 것이 없습니 없는 것이 없습니 없습니 없습니 없는 것이 없습니
	that until default be made in the premises, the said.
Leo Isner and	Margaret V. Isner, his wife,
	may hold and possess the aforesaid property, upon paying in
the meantime, all taxes,	assessments and public liens levied on said property, all which taxes,
mortgage debt and intere	
	margaret V. Isner, his wife,
hereby covenant to pay	when legally demandable.
But in case of defau	It being made in payment of the mortgage debt aforesaid, or of the in- or in part, or in any agreement, covenant or condition of this mortgage, a debt intended to be hereby secured shall at once become due and payable,
and these presents are b	ereby declared to be made in trust, and the said
Robert A. Sink,	his
heira eventora adminia	trators and assigns, or Karl K. Manges,
time thereafter, to sell to and to grant and convey or assigns; which sale a days' notice of the rittle, bushess, Maryland, while from such sale to apply taxes levied, and a comm to the payment of all m	stituted attorney or agent, are hereby authorized and empowered, at any he property hereby mortgaged or so much thereof as may be necessary the same to the purchaser or purchasers thereof, his, her or their heim shall be made in manner following to-wit: By giving at least twenty place, manner and terms of sale in some newspaper published in when he said sale shall be at public suction for cash, and the proceeds arising first to the payment of all expenses incident to such sale, including all alsolo of eight per cent. to the party selling or making said sale; secondly coneys owing under this mortgage, whether the same shall have been then
	to the balance, to pay it over to the said
Leo Isner and	Hargaret V. Isner, his wife, their heirs or sasigns, and
in case of advertisemen	t under the above power but no sale, one-half of the above commission id by the mortgagor s, their representatives, heirs or assigns
shall be allowed and nat	id by the more space.
	Leo Amer and Margaret V. Laner, his wife,

Company or companies acceptable to the mortgagee or bis
assigns, the improvements on the hereby mortgaged land to the amount of at least
Eight Hundred Thirty-six and 91/100 Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee . his heirs or assigns, to the extent
of his their lies or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
The second secon
Hithress, the hand and seal of said mortgagors:
Attest:
Earl & Marguet V. Janes [SEAL]
Manager TV Daniel Committee
Margaret V. Isner [SEAL]
THE CONTRACTOR OF THE PROPERTY
State of Maryland,
Allegany County, to-wit:
I hereby rertify. That on this day of September
in the year nineteen Hundred and Fifty-Iour , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Leo isner and Margaret V. Isner, his wife,
the second second of the second secon
and each acknowledged the aforegoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
The second of the second secon
the within named mortgages, and made oath in due form of law, that the consideration in said
"Mortgage is true and bona fide as therein set for forth.
OTARY
OLID WITH ME my hand and Notarial Seal the day and year aforesaid.
OB THE REAL PROPERTY OF THE PARTY OF THE PAR
Sal Edmer Drands
Notar Public.

Marted Delivered 200 h

FILED AND RECORDED SEPTEMBER 8" 1954 at 9:30 A.M.

	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	This Morigage, Made this the day of September,
	in the year Nineteen Hundred and Fifty - COUP , by and between
	Gordon A. Werner and Alma Werner, his wife,
	of County, in the State of Haryland
	Citizens Mational Bank, Meyersdale, Pennsylvania, a national banking corporation, duly incorporated under the laws of the United States of America,
	ofCounty, in the State of Pennsylvania
	party of the second part, WITNESSETH:
•	Wilbereas, the Parties of the First Part are justly and bona fidely indebted unto the Party of the becomd Part in the full and just sum of Four incusand might hundred (\$4,800.00) Dollars, and which said principal sum shall bear interest at the rate of rive per cent (5%) per annum; and which said principal sum and interest shall be repaid in one hundred twenty (120) monthly installments of Fifty pollars and minety-two Cents (\$50.92) each; and out of each of said monthly payments first shall be computed and deducted the interest upon the principal sum or any unpaid balance thereof, and the balance of said payment shall be applied to the reduction of said principal sum, the first of which said monthly payments shall become due and payable one month from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum prior to its maturity.
	1 construction for the formatter and the first of the first and the first of t
	Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	of, together with the interest thereon, the said Gordon A. Werner and Alma Werner, his wife,
	do give, grant, bargain and sell, convey, release and confirm unto the said Citizens National Bank, Newersdale, Pennsylvania, its
	againistrators and satigns, the following property, to wit:
	ALL that lot, piece, or parcel of ground situate, lying, and being in the Village of Corrigansville, in Allegany County, Mary- land, and being in election District No. 20, and which said percel of land is more particularly described as follows, to-wit:
CHARLES OF STREET	medimining for said parcel of land at an iron stake standing on the northwest side of the state road and also at the beginning of the adjoining property as conveyed by Ulive M. Barmoord to Malter Bradigan, et ux, by deed dated the lith day of July, 1942, and recorded in Liber 80. 193, Tolio 691, one of the Land Mecords of Allegany County, said stake also stands at the Deginning of the property herein described as conveyed by Henry F. Wilson to allegabeth Marts by deed dated the 18th day of March, 1916, and recorded in Liber

1

LIBER 307 PAGE 76

No. 118, folio 177, one of the Land Mecords of Allegany County; and running thence, reversing the last line of the last-named deed (Magnetic Bearings as of 1923 and Horizontal Measurements), Bouth 38 degrees 48 minutes West 60 feet to an iron stake; thence leaving the said side of the state road and running with the ancient and established line of fence between the property herein described and the adjoining Harry W. Marts property, North 49 degrees no minutes west 149 feet to the corner fence post standing on the southeast side of an alley; thence with the southeast side of the alley and the line of fence, North 43 degrees 51 minutes East 51.6 feet; and North 38 degrees 40 minutes East 3.9 feet to the corner fence post; thence leaving the said alley and with the ancient and established line of fence (the present fence having been built in 1929) between the property herein described and the adjoining Emadigan property aforementioned, South 50 degrees 47 minutes East 144.2 feet to the beginning. beginning.

THE AFURESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Walter H. Geiger and Pearl Geiger, his wife, and Gordon A. Werner and Alma Werner, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Land Mecords of Allegany County, Marylandia specific reference to said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Gordon A. werner and Alma Werner, his wife, their, executors, administrators or assigns, do and shall pay to the said Citisens Mational Bank, Meyersdale, Pennsylvania, its reserving, administrators or assigns, the aforesaid sum of... rour Thousand Eight Hundred (\$4,800.00) Dollars the section in the section of the se together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their

performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said____

Gordon A. Werner and Alma Werner, his wife, may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

yordon A. Werner and Alma Werner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said...

Citizens Bational Bank, Meyersdale, Pennsylvania, its

8, administrators and assigns, or Karl K. Mangas, heirs, described, administrators and assigns, or her hereby authorised and empowered, at any his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof, as may be necessary, and to grant and convey the same to the purchasers or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Companies. Maryland, whith sale sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moners owing under this mortgage, whether the same shall have been then to the payment of all moneys owing under this mortgage, whether the same s

matured or not; and as to the balance, to pay it ever to the said.

UBER 307 MAGE 77

in case of advertisement under the above p shall be allowed and paid by the mortgagor	ower but no sale, one-half of the above commission so their representatives, heirs or assigns.
End the said Gordon A. Wern	er and Alma Werner, his wife,
	further covenant to
	of this mortgage, to keep insured by some insurance
Company or companies acceptable to the m	
assigns, the improvements on the hereby m	
	\$4,800.00) Dollars,
	herefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee	its heirs or assigns, to the extent
	Klien or claim hereunder, and to place such policy or
	gagee , or the mortgagee may effect said insurance
and collect the premiums thereon with inte	erest as part of the mortgage debt
Mitness, the hands and seals of said	d mortgagors :
Attest:	- ***\
	Gordon G. Verner [SEAL]
End E. manges	Gordon A. Werner
rad E. mariges	Alma Therrer [SEAL]
State of Manufact	
State of Maryland,	ger goweners
Allegany County, to-wit:	3. TATE
I hereby certify, That on	this 7th day of September
10 A	
in the year nineteen Hundred and Fifty.	-rour before me, the subscriber
a Notary Public of the State of Maryland	, in and for mid County, personally appeared
Gordon A. werner and Alma W	erner, his wife,
a shoowledged the aform	egoing mortgage to be his and her respective
R. H. Philson, President, Pennsylvania,	me also personally appeared tisens sational Bank, Meyersdale,
the within named mortgagee, and made	oath in due form of law, that the consideration in said
A STATE OF THE PARTY OF THE PAR	set for forth, and further made oath that he tion and only authorized to make this
WIFNESS my hand and Notarial S	eal the day and year aforesaid.
Sino. I sometime	Earl Elm Drances
(65 / 2 F.X.)	car community

v .	FILED AND RECORDED SEPTEMBER 8" 1954 at 10:00 A.M.	
Mhia 4	Hartgage, Made this 30 11 day of Safeta day	
	Nineteen Hundred and fifty , by and between	m
	the contact appears and the contact property of the contact of the	
TOO DAILE	HELEN L. SOMMERLATT, widow,	4
The second		4
	Allegany County, in the State of Maryland,	-
his wife		_
	and the second s	
of Alle	County, in the State of May land	cju
- BANGE	of the second part, WITNESSETH:	emen reliefe.
ANTENDER		7
y Marianton	ereas, the said party of the first part is justly and bona-	128
	ebted unto the said parties of the second part in the full	
um of One	Thousand (\$1,000.00) Dollars heretofore loaned the said	5
erty of the	he first part by the said parties of the second part, the	MA
eccipt of	which is hereby acknowledged, said loan to be repaid, with	th
no interes	t, at the time the mortagaged property hereinafter describ)
d, may be	sold by said party of the first part, her heirs, executor	ps,
dministra	tors or assigns, or further payable at any time at the opt	tion
of the said	d party of the first part.	
() () () () () () () () () ()		32,5
	Derefore, in consideration of the premises, and of the sum of one dollar in has a order to secure the prompt payment of the said indebtedness at the maturity them.	
of, together	with the interest thereon, the said party of the first part	-
doss	give, grant, bargain and sell, convey, release and confirm unto the said	nile:
and one	parties of the second part, their	per la c
heirs and a	anigns, the following property, to-wit:	
in the Cur	I that piece or parcel of land lying and being on the West onroe Street in the City of Cumberland, known as Not We. I mberland Improvement Company's Eastern Addition to Cumberl is more particularly described as follows, to wit:	torl
Street at Eastern A Westerly 40 feet, minutes We	GIMNING for the same at a point on the Westerly side of the the end of the first line of Lot No. 177 of aforesaid ddition to Cumberland, Maryland, and running thence with a side of said corrors Street, South 50 degrees Of minutes Esthence at right angles to Monroe Street South 39 degrees thence at right angles to Monroe Street South 39 degrees to the Essterly side of a twelve feet alley to both 50 degrees Of minutes West 40 feet to the end of the	the lst

second line of aforesaid Lot Bo. 177, thence reversing said second line, North 39 degrees 58 minutes East 190 feet to the place of

beginning.

EXCEPTING, HOMEVER, all that part of Lot No. 178 of the Cumberland Improvement Company's Eastern Addition to Cumberland., aforesaid, conveyed by the said Helen L. Sommerlatt, party of the first part, to Homer G. Sommerlatt and wile V. Sommerlatt, his wife, parties of the second part aforesaid, by deed dated the selday of parties of the second part aforesaid, by deed dated the selday of lend Records of Allegany County, Maryland, and to which deed reference is hereby made for a more particular description of the property hereby excepted from the operation of these presents. The property affected by this mortgage being part of the same property conveyed by H. LeRoy Davis et ux to George L. Sommerlatt et ux by deed dated the 29th day of ebruary, 1928, and recorded in Liber No. 157, folio 487, among the Land Records of Allegany County, Newsland Marylande Cogether with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said party of the first part heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor \$, administrator \$ or assigns, the aforesaid sum of ... One thousand (\$1,000,00) dollars Xagenbackstills the clother sat Manuscox, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on here part to be performed, then this mortgage shall be void. Hnd it is Egreed that until default be made in the premises, the said... party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenant sto pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. parties of the should part, their heirs, executors, administrators and assigns, or Robant ManDonald Bruce his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public anction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; securidly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. arty of the first part, her shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

insure forthwith, and pending the existence of	of this mortgage, to keep insured by some insurance
company or companies acceptable to the mor	rigageesor their heirs or
assigns, the improvements on the hereby mor	rtgaged land to the amount of at least .
One thousand (\$1,000,00)	Dollars,
and to cause the policy or policies issued ther	refor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee 4	their heirs or assigns, to the extent
of his, her or their lien	or claim hereunder, and to place such policy or
	agees, or the mortgageesmay effect said insurance
and collect the premiums thereon with inter-	est as part of the mortgage debt.
above written.	id mortgagor the day and year first
natif museaney	Helen L. Sommeslation)
many many	HELEN L. SOMMERLATT
	fisionid
State of Maryland,	
• • •	
Allegany County, to-wit:	
31 1	34 (1)
I hereby certify, That on this	38 th day of gentle
in the year nineteen hundred and fifty	, before me, the subscriber
a Notary Public of the State of Maryland, in an	nd for said County, personally appeared
Helen L. Sommerl	latt
and acknowledged the aforegoing	g mortgage to be her
act and deed; and at the same time before me	also personally appeared
Homer G. Somerlat	tt. one of the
	in due form of law, that the consideration in said
i izi	
mortgage is true and bona fide as therein set fo	orth.
WITNESS my hand and Notarial Seal	I the day and year aforesaid.
7.074) 4
71180 PERSON OF THE PROPERTY O	Marke Mun.
1.00	Notary Public
Frank produce and	

FILED AND RECORDED SEPTEMBER 8" 1954 at 10:45 A.M.

This Mortgage, Made this TEN day of SENTEMBER. in the

year Nineteen Hundred and fifty_four_by and between
Mary Grace Price, widow,
of Allegany County, in the State of Maryland, part y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Tabereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifteen Hundred & 00/100 (\$1500.00) Dollars.
which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:
By the payment of Fifteen & 00/100 (\$15.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.
Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:
All that lot or parcel of ground being part of Lot No. 2
of the subdivision of the property of Charles J. McKenzie as filed
in No. 10,517 Equity, in the Circuit Court for Allegany County,
situated and being on the westerly eide of the Mount Savage Road,
and on the southerly side of the Eckhart Branch of the Cumberland and
Pennsylvania Railroad, near Marrowe Park, in Allegany County, State of
Meryland, and more particularly described as follows, to-wit:
Beginning for the same at a point on the westerly side of
said Mt. Savage Road, at its intersection with a line drawn through the
center of the partition wall of the double frame dwelling located on
said Lot No. 2, said beginning point being at the end of 23.4 feet on
the first line of said Let No. 2, and distant 88.9 feet measured in a

northerly direction along the weeterly side of eaid Mt. Savage Road from the northerly side of the National Pike and running then with the

westerly side of eaid Mt. Savage Road and with the first line of eaid Let No. 2, North 31 degrees 50 minutes West 32.1 feet to the end of eaid first

line, being to the southerly right of way line of the Tekhart Branch of the Cumberland and Penneylvania Reilroad, then with said right of

way line and with part of the second line of eaid Let No. 2, South 68

Being the same property which was conveyed unto George H.

Price and Mary Grace Price, his wife, as tensate by the entireties,
by deed of Elizabeth R. McKenzie et al, dated May 31, 1932, which is
recorded in Liber No. 170, felio 522 one of the Land Records of Allegany
County, Maryland, the said George H. Price having heretefore departed
this life leaving the said Mary Grace Price as sele owner by operation
of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenants with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered,

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further eovenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance eompany or eompanies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. **Fifteen Hundred & 00/100 - - - (£1500.00) - - - - Dollars**and to cause the policy or policies issued therefor to be so framed or endorsed, as in ease of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, doeshereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do 66 hereby eovenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note. or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, then the

Hitness, the hand and seal of said mortgagors

Attest; Hary Grace Price [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this Tru day of SEPTEMBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally, appeared

Wil Mary Grace Price, widow,

the said mortgagors herein and she acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge; Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and year aforesaid.

Here I Janier Public

Construct and States to Large 1949.

FILED AND RECORDED SEPTEMBER 8" 1954 at 10:45 A.M.

Unis Morigage, Made this IN day of SEPTEALIET	in the
year Nineteen Hundred and fifty-four by and between	Ste
Hovard W. Williams and Vera H. Williams, his wife,	E 1
	Ricon
of Aliegany County, in the State of Maryland, parties of the firs	t part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumber	GAV.
corporate, incorporated under the laws of the United States of America, of Aliegany Colland, party of the second part, hereinafter called mortgagee.	ounty, Mary-
WITNESSETH:	Rico
1.11	
Seventy-six Hundred & 00/100 (\$7600.00)	
	E
which said sum the mortgagors agree to repay in installments with interest the	1
the date hereof, at the rate of 5 per cent. per annum, in the manner following:	Rico
By the payment of F1fty & $16/100 (\$50.16)$ on or before the first day of each and every month from the date hereof, until the w	Dollars
principal sum and interest shall be paid, which interest shall be computed by the cale and the said installment payment may be applied by the mortgagee in the following or	ndar month.
the payment of interest; (2) to the payment of all taxes, water rent, assessments or pu of every nature and description, ground rent, fire and tornado insurance premium	blic charges
charges affecting the hereinafter described premises, and (8) towards the payment of	of the afore-
said principal sum. The due execution of this mortgage having been a condition prec granting of said advance.	edent to the
How Therefore, in consideration of the premises, and of the sum of one do	ilar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the matu-	rity thereof
together with the interest thereon, the said mortgagors do give, grant bargain and release and confirm unto the said mortgagee, its successors or assigns, in fee simple, aling described property, to-wit:	i the follow-
All that lot and part of a lot or parcel of ground	und situated
on the westerry side of a thirty foot street, now known as	
Avenue, which street extends from the southerly side of to	ne Bedford
Road in a southeasterly direction, near the City of Gumber	rland,
Allegany County, Maryland, which said lot and part of a lo	ot are des-
ignated as one-half of Lot No. 7 and all of Lot No. 8 of	a series
of lots laid off by the grantor and as shown on an unreco	rded pist
of the same, and which said half of a lot and whole lot a	
,	
particularly described as a Whole as follows, to-Wit:	
Beginning for the same on the Westerly side of	said Judy
Avenue at a point distant South 42 degrees 37 minutes has	t 276.5
feet from the intersection of the westerly side of said J	uay Avenue
with the southerly side of the Bedford Road, and running	then with th
westerly side of Judy Avenue, South 42 degrees 37 minutes	East 75
feet to the division line between Lots Nos. 8 and 9 of sa	
lots, then with said division line and at right angles to	
TOTS, then with said division line and at Light sugies to	DELTH DUNKY

Avenue, South 47 degrees 23 minutes West 172.4 feet, then North 47 de-

grees 39 minutes West 75.3 feet to a point in the center of the back

line of Lot No. 7, then running through the center of said Lot No. 7,

forth 47 degrees 23 minutes East 178.4 feet, more or less, to the Westerly side of said Judy Avenue to the place of peginning.

of the first part by deed of Estella P. Judy, widow, dated the 9th day of March, 1951, and recorded among the Land Pacords of Allerany County, Maryland, in Liber No. 235, folio 519.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any anneadments thereto"

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made ail needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGCTDET with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens ievied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent, to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no saie, one-haif of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-six Hundred & 00/100 - - (\$7600,00) - - - Doliars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the inmediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage. And at the option of the mortgagee, immediately nature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequaey of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be eneumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in th

Hitness, the hand and seal of said mortgagors,

Attest:	
6	Howard b. Williams [SEAL]
71 14	
Prold of 1/ amos	Vera Het Williams [SEAL
Plate of marylano,	Vera H. Williams
Allegann Manutu ta-mit.	

I hereby rertify. That on this 27H day of SEPTEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Howard W. Williams and Vera H. Williams, his wife,

the said mortgagors herein and <u>thay</u> acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

u	
	FILED AND RECORDED SEPTEMBER 8" 1954 at 1:20 P.M.
1	purchase money
	This Mortnaur, Made this 7th, day of Alplanta
	in the year Nineteen Hundred and Fifty-four , by and between
	In the year Ameter Handred Line 1 and 1 an
	A. Joseph Bender and Grace K. Bender, his wife,
	of Allegany County, in the State of Maryland
	part 128 of the first part, and
	Florence V. Fox, widow,
1	of Allegany County, in the State of Maryland
	part y of the second part, WITNESSETH:
	part 3 of the second part, will associate
	With crease, the parties of the first part are indebted unto the party of the second part in the principal sum of \$2000.00 to be repaid with interest at the rate of 3% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$40.00 a month upon principal and the interest accruing thereon, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being applied first to the accrued interest and the balance unto the principal to secure which said principal together with the interest accruing thereon these presents are executed.
	·
0	How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
	of, together with the interest thereon, the said
	A. Joseph Bender and Grace K. Bender, his wife,
	do give, grant, bargain and sell, convey, release and confirm unto the said
	Florence V. Fox, widow, her
	heirs and assigns, the following property, to-wit:
	All that lot or parcel of ground, lying and being in the
	City of Cumberland, in Allegany County, State of Maryland, known and

designated on the recorded plat of the East End Land Company as Lot

Beginning for the same, on the South side of Wempe Avenue

No. 64, and described by the following metes and bounds, to-wit:

at the end of the first line of Lot No. 65 in said addition and

running then with said Avenue, South 68-1/10 degrees East 32 feet,

then South 21-1/2 degrees West 120 feet to an alley, and with it North 68-1/10 degrees West 32 feet to the end of the second line of said Lot No. 65, and with it reversed, North 21-1/2 degrees East 120 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Florence V. Fox, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said A. Joseph Bender & Grace K. Bender, his

wife, their heirs, executors, administrators or assigns, do and shall provide to the said

Florence V. Fox, widow, her

executors, administrators or assigns, the aforesaid sum of

Two Thousand & 00/100 - - - - (\$2000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

A. Joseph Bender and Grace K. Bender, his wife,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said A. Joseph Bender and Grace

K. Bender, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said...

Florence V. Fox, widow, her

heirs, executors, administrators and assigns, or Harry I. Stegmaler
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in mauner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said A. Joseph Bender

and Grace K. Bender, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a their representatives, heirs or assigns.

And the said A. Joseph Bender and Grace K. Bender, his wife,

_further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

LIBER 307 PAGE 89

Company or companies acceptable to the mortgagee orner
assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand & 00/100 (\$2000.00) Dollars.
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , ner heirs or assigns, to the extent
of her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Mitness, the hand and seal of said mortgagors.
Harry Stynair Gaseph Bender [SFAL]
Grace K. Bender
TOWALL .
State of Maryland,
Allegany County, to-wit:
I hereby rertify. That on this
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared
Florence V. Fox, widow,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.
WINVERS and hand and Notarial Seal the day and year aforesaid.
Buhun Jan Frince
Nothry Public.

6

FILED AND RECORDED SEPTEMBER 8" 1954 at 2:05 P.M.
This Mortgage, Made this 4- day of Softenday
in the year Nineteen Hundred and Fifty-four , by and between
Leon R. Knotts and Naoma L. Knotts, his wife,
of Allegany County, in the State of Maryland
parties of the first part, and E. E. Orndorff & Goldie M. Orndorff, his wife,
of Allegany County, in the State of Maryland
part iesof the second part, WITNESSETH:
. Unbercas, the parties of the first part are jointly and severally
indebted unto the parties of the second part in the full and just sum
of SIATY-FIVE HUNDRED (\$6500.00) DOLLARS as is evidenced by their
joint and promissory note of even date which debt they agree to repay
together with interest at the rate of 5-1/2 % per annum, interest to
be calculated on monthly balances and to pay the full indebtedness
with interest on or before March 1, 1956, and in the meantime to pay
at least the sum of SIATY (#60.00) DOLLARS eack month hereafter on
account of inte rest and principal.
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Leon R. Knotts and Naoma I. Knotts,
his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said
E. E. Orndorff and Goldie M. Orndorff, his wife, their
heirs and assigns, the following property, to-wit:
All that lot or parcel of land situated in Election District
No. 7 in Allegany County, State of Maryland, which is particularly
described as follows, to-wit:
BEGINNING for the same at a stake on the Northwesterly

side of McMullen Highway at the end of the first line of the deed

from E. E. Orndorff, et ux., to Ellis P. Warnick, et ux., dated

UBER 307 PAGE 91

June 2, 1937, and recorded among the Land Records of Allerany County.

Maryland, in Liber 177, folio 707, and running thence along a part

of the second line of the said warnick deed, North 44-1/2 degrees.

Mest 517 feet and 7 inches to a fence post; thence South 45-1/2

degrees mest 70 feet and 6 inches to an iron stake; thence South 44-1/2

degrees mast 242 feet and 6 inches to an iron stake; thence South

45-1/2 degrees mest 10 feet and 6 inches to an iron stake; thence South

44-1/2 degrees mast 282 feet to an iron stake on the Northwesterly

side of McMullen Highway, North 41 degrees mast 81 feet to the place

of BEGINNING.

This being the same land which was conveyed by 2. 4.

Orndorff and Goldie M. Orndorff, his wife, unto the said Leon R.

Enotts and Naoma L. Enotts, his wife, by deed dated the same day as this mortgage and recorded among the Land Records of Allegany County.

Maryland, simultaneously with the recordation of this mortgage, this being a purchase money mortgage. Reference is made to the said deed for a recital of certain reservations and agreements relative to said property.

The above described property is improved by a frame dwelling house, garage and other buildings.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Leon R. Knotts and Maoma L. Knotts, his

wife, their heirs, executors, administrators or assigns, do and shall pay to the said

E. E. Orndorff and Goldie M. Orndorff, his wife, their

executor, administrator or assigns, the aforesaid sum of

SIXTY-FIVE HUNDRED (\$6500.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Had it is Harced that until default be made in the premises, the said

Leon R. Knotts and Naoma L. Knotts, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Leon R. Knotts & Naoma L. Knotts,

his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	9.0 131
and these presents are hereby declared to be made in trust, and the said	
E. L. Orndorff an: Goldie M. Orndofff, his wife,	
heirs, executors, administrators and assigns, or Thomas Lohr Richards his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said Leon R. Knotts and	
Naoma L. Anotts, his wife, their heirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said Leon R. Enotts and Naora L. Enotts, his wife.	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
company or companies acceptable to the mortgagee or their	
assigns, the improvements on the hereby mortgaged land to the amount of at least SIATY-FIVE HUNDRAD Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee S. their heirs or assigns to the extent	
of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Mitness, the hand and seal of said mortgagors.	
Attest: Mrs amie & Meagher Leon R. Khotts [SEAL]	
State of Maryland,	
Allegany County, to-wit:	1
I hereby certify, That on this 4- day of Sylventer	
in the year Nineteen Hundred and Fifty-four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Leon R. Knotts and Naoma L. Knotts, his wife,	1
and they acknowledged the aforegoing mortgage to be their	
act and deed; and at the same time before me also personally appeared	
E. E. Orndorff and Goldie M. Orndorff, his wife, the within named mortgagee; and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	
Allen & Meather	

angard and Mailed Hollward Mr 13 1787 gee Coly

FILED AND AECONDED SEPTEMBER 7" 1954 at 3:15 P.M.

MRC. 61 . 1. 7 1.79.93

This/Mortgage,	Made this 7th	day of Aptember
in the year Nineteen Hundred		by and between
ALTXANDER J. SCHUTE	and KATHERINE SCHUTE	, his wife
of Allegany	County, in the	ne State of Maryland
parties of the first part, a	BANK OF CUMBEFLAND,	a National Banking
Corporation, with i	ts principal place of	business in Cumberland,
of Allegary	County, in the	ne State of Maryland
part y of the second part	, WITNESSETH:	
Milherena +ba nun	tion of the first con	h dudahkadka khi

Wibereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6250.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness is to be amortized over a ten year period by the payment of at least SIXTY-SIX (\$66.31) DOLLARS and THIFTY-ONE CENTS per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the while principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure said principal and interest accruing thereon, these presents are executed. Privileges is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts not less than the amount of one installment.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

where and assigns, the following property, to-wit: All that lot, piece or parcel of ground lying and being on the East side of Polk Street in the City of Cumberland, Maryland, said lot fronting twenty-five feet on the East side of said Polk Street and running back with an even width eighty feet and being the northerly half of the lot of ground which was conveyed to William L. Richards and John W. Richards by D. James Blackiston, Executor, by deed dated September 21, 1901, and recorded in Liber No. 80, folio 694, one of the Land Records of Allegany County, Maryland; reference to which said deed and record is hereby specially made for a description of the property hereby conveyed. It is the intention of this deed to convey the North Half of the lot of ground referred to and upon which is situated the dwelling occupied by the late John W. Richards and now known as No. 127 (old No. 23) Polk Street, Cumberland, Maryland.

BEING the same property conveyed by William L. Richards et

ux. to John W. Richards by deed dated October 25, 1906, and recorded in Liber No. 100, folio 213, one of the Land Records of Allegany County, Maryland; and being also the same property devised by the said John W. Richards to Helena Catherine Lehman by his Last Will and Testament dated August 5, 1943, admitted to probate by the Orphans Court for Allegany County on April 18, 1944, and recorded in Will Records, Liber U, folio 278, in the office of the Register of Wills for said Allegany County, Maryland; and also being the same property conveyed by Helena Catherine Lehman et vir. unto Robert R. McCoy et ux. by deed dated the 30th day of October, 1944 and recorded in Liber 202, folio 108, one of the Land Records of said Allegany County, Maryland; and being the same piece and parcel of ground conveyed unto the said Alexander J. Schute and Katherine Schute, his wife by the said Robert R. McCoy et ux. by deed dated of even date herewith and to be recorded simultaneously with this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors
CAMPANION , ACREMENTATION or assigns, the aforesaid sum of
SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6250.00) DOLLARS
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Alexander J. Schute and Katherine Schute, his wife
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
The Second National Bank of Cumberland, its successors
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part
and the said parties of the said for the sai

UBER 307 PAGE 95

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least SIX THOUSAND, TWO HUND, ED AND FIFTY (\$6250.00)----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, _ ANN or assigns, to the extent to inure to the benefit of the mortgagee , its successors their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Mitness, the hand and seal of said mortgagor s. State of Maryland, "Allegany County, to-wit: I hereby certify, That on this 7th day of in the year nineteen Hundred and Fifty-four before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared Alexander J. Schute and Katherine Schute, his wife and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared . John H. Mosner, Vice-President of the Second National Bank of Cumberland, and its duly authorized agent to make this affidavit, for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED SEPTEMBER 7" 1954 at 3:10 P.M.

THIS MORTGAGE, Made this Lot day of Splencher, 1954, by and between JOSEPH H. MUNBERTSCH and MAUDE E. HUMBERTSON, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bons fide indebted unto the party of the second pert in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage; and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Twenty Seven Dollars and Seventy Eight Cents (\$27.78) beginning on the 1st day of October, 1954, and a like and equal sum of not less than Twenty Seven Dollars and Seventy Eight Cents (\$27.78) on the said int. day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS NORTGAGE TITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00)

Dollars, and not to be mide in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot of ground known as Lot No. 347 in Mapleside Addition to Cumberland as shown on a plat of said Addition filed

amon the Records of allegany County in Case to. 2475 Equity, and bein one particularly described as tollows, to-wit:

DEGINATING for said parcel pit the era of the first line of Lot o. 346; and running with calling street, bouth 10 degrees 10 minutes lest of feet; thence South 79 degrees 50 minutes Last 142.1 feet to the 10th line of the loffman Tract; and with it worth 24.5 degrees East 1.7 feet to the end of the second line of Lot wo. 346; and with it reversed, worth 79 degrees 50 minutes West 155.1 feet to the place of teginning.

It being the same property conveyed to the jurties of the first jurt to leater a. With and Oliva and whith, his wife, by declared the following of file flats, i.e., i.e. intended to be recorded mone the land decords of allegary County, warylone, of alternaty and the fair out age.

TOTATION with the buildings and i provenents thereon, and the rights, rolds, ways, waters, privileges and a purted acces thereinto reloading or in anywise appertaining.

their heirs, executors, administrators or assigns, do and shall pay, to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five hundred (\$2,500.00) bollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their only constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgugors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

UBER 307 PAGE 99

.IT.ESS as to both:

Joseph H. Flumberger (SELI)

mande E lawriber tran (SEAL)

STATE OF LARVIAND,
allEGAY COUNTY, to-wit:

Blem watson

195%, before me, the subscriber, a not ry Tublic in and for the State no County foresaid, ersonally appeared JOSEA h.

SR. T. LRTLON and Laber L. M. LRTSON, his wife, and each acknowledged the aforegoing cortage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W.

The DAL, President of the First Mational Bank of Cumberland, the within mared mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

MITHESS my hand and Notarial Seal.

Marel N. Oder NOTARY IVALIC

FILED AND RECORDED SEPTEMBER 9" 1954 at 2:30 P.M.

THIS MORTGAGE, made this the Aday of September, 1954,
by and between MARVIN SHEETZ and NAOMI SHEETZ, his wife, hereinafter called

Mortgagors, which expression shall include their heirs and assigns, where the
context so admits or requires, of Allegany County, Maryland, parties of the
first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called Mortgages, which expression shall include its personal representatives, successors and assigns, where the context so admits or requires, of
Keyser, Mineral County, State of West Virginia, party of the second part.

WITNESSETH:



WHEREAS, said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of TWO THOUSAND (\$2,000.00) DOLLARS, as evidenced by their promissory-note of even date herewith, payable on demand, with interest from date at the rate of six (6%) percentum per annum, or any renewal of said note in whole or in part, and on the face of which note is the following: "A minimum of \$50.00 to be paid on this note each month, but netwithstanding the balance due on the note with interest may be called at any time".

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prempt payment of the indebtedness at the maturity thereof, together with the interest thereon, the said Marvin Sheetz and Naomi Sheetz, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, its successors and assigns, the following real estate, to-wit:

All that lot or parcel of real estate lying and being in the village of McCoole, Allegany County, Maryland, and known as Lot Number 63 in Fred S. Gerstell's Addition to the Village of McCoole, Allegany County, Maryland, and bounded as follows: Commencing at a stake corner Lot No. 62 on Perry Avenue and running with the line of said let Number 62 one Bundred and fifty-five (155) feet to a fifteen feet alley; thence with said alley thirty feet to the corner of Lot Number 64; thence with the line of said Lot Number 64, one hundred and fifty-five (155) feet to Perry Avenue; thence with the line of said Perry Avenue 30 feet to the place of the BEGINNING, and being the same lot or parcel of land that was conveyed to Marvin Sheetz and Naomi Sheetz, his wife, by deed from Earl E. Meran and Lewis E. Meran, Jr., Trustees and Executors of L. E. Meran, deceased, by deed dated the 17th day of April 1931 and recorded in Liber L.L.R.
No. 172, Folio 14, Land, one of the Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereen, and the rights, roads, ways, waters, privileges and appurtenances thereunte belonging or in any wise appertaining.

PROVIDED that if the said Mortgagers shall pay to the said Mortgagee the aforesaid sum of money, to-wit TWO THOUSAND (\$2,000.00) DOLLARS, with interest, in manner and form as hereinbefore provided, and the monthly payments as herein set forth, and in the meantime do and perform all the covenants herein on their part to be performed, then this mortgage shall be veid.

П

AND IT IS AGREED that until default be made in the premises, the said Mortgagers, their heirs and assigns, may hold and possess the afore-said property, upon paying in the meantime all taxes, assessments and public liens levied en said property, all which taxes, mertgage debt, and interest thereon, the said Mortgagers hereby covenant to pay when legally demandable.

BUT in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, its personal representatives, successors and assigns or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his order or their heirs and assigns, which sale shall be made in manner following, to-wit By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Haryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight (8%) percent to the part selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, , whether the same shall have been then matured or not and as to the balance, to pay it over to the said Mertgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their heirs or assigns.

AND the said Hortgagers further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, or its successors, personal representatives, or assigns, the improvements on the hereby mortgaged land to the amount of at least \$2,000.00 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagers:

Attest:

Marvin Sheets	Skeets			
Marvin Sheets	Skeets			
Marvin Sheets	Skeets	Skeets		
Marvin Sheets	Skeets	Skeets		
Marvin Sheets	Skeets	Skeets	Skeets	
Marvin Sheets	Skeets	Skeets	Skeets	
Marvin Sheets	Skeets	Skeets	Skeets	Skeets
Marvin Sheets	Skeets	Ske		

STATE OF WEST VIRGINIA

COUNTY OF MINERAL, te-wit:

I HEREBY CERTIFY that en this 3rd day ef September, 1954, befere me, the subscriber, a Notary Public ef the State ef West Virginis, in and fer said County, personally appeared Marvin Sheetz and Naomi Sheetz, whose names are signed to ghe mertgage above bearing date the 3rd day ef September, 1954, and being both of the Mortgagers and acknowledged the aferegoing mortgage to be their act and deed, and at the same time befere me also personally appeared Paul J. Dawis, President ef the National Bank ef Keyser, West Virginia, the within named mortgage, and made eath in due form of law that the consideration in said mortgage is true and bone fide as therein set forth.

WITNESS my hand and Netarial Seal the day and year aferesaid.

FILED AND RECORDED SEPTEMBER 9" 1954 at 2:15 P.M.

PURCHASE MONEY

This/ Marigage, Made this. 7th

day of September

in the year Nineteen Hundred and fifty-four

, by and between

WILLIAM W. ROHMAN and MARY E. ROHMAN, his wife,

of Allegany County, in the State of Maryland,
part ics of the first part, and

REBAG, ROHMAN, Widow,

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Mirrous, the parties of the first part are indebted unto the party of the second part in the full and just sum of Eleven Thousand Dollars (\$11,000.00), together with interest at the rate of four per cent (4%) per annum, payable in 180 monthly installments of Eighty-one Dollars and Thirty-seven Cents (\$81.37) including interest, beginning on the first day of October, 1954, and monthly thereafter until the said sum, together with interest as aforesaid, shall have been fully paid.

The parties of the first part reserve the right to prepay this mortgage in whole or in part at any time during the term hereof.

AND WHEREAS, this morfgage shall also so are future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with according to the Laws of Maryland, 1925, or any outure amendments thereto.

ALL that lot or parcel of ground situated on the southerly side of Magruder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as the whole of Lot Number Fifty-six and part of Lot Number Fifty-seven, in Campobello Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the southerly side of Magruder Street at the end of seventeen and one-half feet on the first line of said whole Lot Number Fiftyseven, said point of beginning being also South seventy-seven degrees and thirtyeight minutes East forty-two and one-half feet from the intersection of the easterly side of Franklin Street with the southerly side of Magruder Street, and running thence with the southerly side of Magruder Street, North seventy-seven degrees and thirty-eight minutes West forty-two and one-half feet to the easterly side of Franklin Street, then with said side of said street, South twelve degrees and twenty two minutes West one hundred feet to the northerly side of Elm Alley, then with said side of said alley, South seventy-seven degrees and thirty-eight minutes East forty-two and one-half feet, then North twelve degrees and twenty-two minutes East one hundred feet to the place of beginning.

IT being the same property which was conveyed by-Reba G. Rohman, widow, to William W. Rohman and Mary E. Rohman, his wife, by deed dated September 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described.

Captifir with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brouthed, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said part.Y of the second part her
executor , administrator or assigns, the aforesaid sum of
Eleven Thousand Dollars (\$11,000.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesald, er of the interest

But in case of default being made in payment of the mortgage debt aforesald, er of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part. her heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to

the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed ___representatives, heirs or assigns. and paid by the mortgagor s, their

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mertgaged land to the amount of at least Eleven Thousand and 00/100 - - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , ___ her lien or claim hereunder, and to place such her assigns, to the extent of.... policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt:

Hitness, the hands and seals of said mortgagors.

Witness:

400

[Seal]

[Seal]

STATE OF FLORIDA,

BROWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of Suplember. 1954, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Reba G. Rohman, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year afore-

My Commission Expires

Notary Public

Notary Public, State of Florida at large My commission expires April 18, 1958. Bonded by American Surety Cas of N. Y.

Thereby rertify, That on this 7 cl day of September in the year nineteen hundred and fifty-four hefore me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared William W. Rohman and Mary E. Rohman, his wife, and they acknowledged the aforegoing mortgage to be their respective act and deed; manifest the manifest more processes also personally appeared manifest more known and many in the manifest more known as also personally appeared manifest manifest more known and many in the manifest more known and many manifest ma

Company and Milled Interior 2007 To Dylger Street Pring Suit

Mirros, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full and just sum of

THREE THOUSAND ONE HUNDRED- - - - - - - - - - - - - - - - OO/100 (\$3,100.00) DOLLARS

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Non Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said partles—of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part y—of the second part, its successors—book and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on Centennial Street, in the Town of Frostburg, and known and distinguished as Lot No. 8 of Hitchins' Second Addition to the Town of Frostburg, a plat of which addition is filed among the Land Records of Allegany County, Maryland, in Liber No. 107, folio 745.

IT being the same property which was conveyed to the parties of the first part by Hitchins-Stewart Realty Company, Inc., a corporation, by deed dated May 6, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 215, folio 236. Special Reference is hereby made to said deed and to the references therein contained for a more complete description of the property hereby conveyed.

Cagrifier with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part , its successors xhoirex services administration and assigns, er COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their he'rs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be manner following to-wit: at public anction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such safe, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over heirs, or assigns, and in case of to the said part ies of the first part. their advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND ONE HUNDRED 00/100 (\$3100.00) Dellars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire er other losses to inure to the benefit of the mortgagee . its successors assigns, to the extent of its or their her or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt, miturss, the hands and seals of said mortgagors. Witness: Call Baker [Sent] Edith M. Baker [Sent] Hard R. Winests State of Maryland, Allegany County, to-wit: I hereby certify, That on this / My day of August SEPTEMBER , before me, the subscriber in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared CARL BAKER and EDITH M. BAKER, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg the Cashier of said Frostburg National Bank, the within named mortgagee and made oath in due form of iaw, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the Cashier of said Bank and duly authorized by it to make this TARS whand and Notarial Seal the day and year aforesaid. Cath m Toda Notary Public RUTH M. TODD

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:40 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 300 of SEPTEMBER, 1954, by The First Federal Savings and Loan

Association of Cumberland, Maryland, party of the first part, and Myrtle A. Stratton and Clyde L. Stratton, her husband, parties of

the second part.

WHEREAS, by a certain Mortgage dated February 11, 1944, recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 168, folio 711, the parties of the second part conveyed the property therein mentioned and described unto the party of the first part to secure the indebtedness therein set forth, and

WHEREAS, the said indebtedness has been fully paid and satisfied, and the parties of the second part now desire that the party of the first part release the property from the lien of said Mortgage.

NOW, THEREFORE, this Deed of Release witnesseth:

That for and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the aforesaid Mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said Mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the said parties of the second part, their heirs and assigns, in the same manner as if the Mortgage had never been executed.

WITNESS the signature of Lynn C. Lashley, President of The First Federal Savings and Loan Association, and the corporate seal hereto affixed, all duly attested by its Secretary the day and wear above hertten.

THE FIRST FEDERAL SAYINGS,

J

ı

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 3 as day of SERTEMBER 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Lynn C. Lashley, President of The First Federal Savings and Loan Association, and acknowledged the aforegoing Deed of Release of

Mortgage to be the act and deed of said corporation, and the said Lynn C. Lashley did further make oath in due form of law that he is the President of said corporation and duly authorized by it o make said acknowledgement.

WITNESS my hand and Notarial Seal the day and year above written.

Molary Fublic a. ..

n 3

FILED AND ...CORDED SEPTEMBER 9" 1954 at 1:40 P.M.

THIS DEED OF RELEASE, Made this 7 day of August, 1954, by and between JAMES M. STRATTON, Widower, of Cumberland, Allegany County, Maryland, party of the first part, and MYRTLE A.

STRATTON and CLYDE L. STRATTON, her husband, of Mansfield,
Richland County, Ohio, parties of the second part.

WHEREAS, by a certain mortgage dated February 17, 1948, and recorded among the Mortgage Records of Allegany County, Mary-land, in Liber No. 207, folio 672, the parties of the second part conveyed the property therein mentioned and described unto the party of the first part to secure the indebtedness therein set forth; and

WHEREAS, said indebtedness has been fully paid and satisfied and the parties of the second part now desire that the party of the first part release the said property from the lien of said mortgage.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:
That for and in consideration of the sum of One Dollar

(\$1.00), the receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the aforesaid mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the hand and seal of the party of the first part

WITNESS:

James M. Soley James M. STRATTON

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES M. STRATTON, Widower, and acknowledged the aforegoing deed of release to be his act and deed.

WITNESS my hand and Notarial Seal.

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 87 day of.

year Nineteen Hundred and fifty -four by and between

Clarence F. Thompson and Eleanor M. Thompson, his wife,

of Allegany County, in the State of Maryland, partlesof the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

П

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-six Hundred Fifty & 00/100 - - - (\$7650.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{41}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-eight & b2/100 - - (\$b8, b2) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following

All those lots, pieces or parcels of ground lying and being on the southerly side of Mary Street known and designated as Lots Nos. 457, 458, 459, and 460 in the Humbird Land Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of Mary Street at the end of the first line of Lot No. 456 in said addition, and running then with said street South 53-1/2 degrees East 120 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said alley North 53-1/2 degrees West 120 feet to the end of the second line of said Lot No. 456, and then with said second line reversed North 36-1/2 degrees Fast 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Lee George, Sr., et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January seasions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

(\$1.00), the receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the aforesaid mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the hand and seal of the party of the first part

James M. Sorley James M. STRATTON (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7 day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES M. STRATTON, Widower, and acknowledged the aforegoing deed of release to be his act and deed.

WITNESS my hand and Notarial Seal.

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 87 day of

year Nineteen Hundred and fifty -four by and between

Clarence F. Thompson and Eleanor M. Thompson, his wife,

of Allegany County, in the State of Maryland, partlegof the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Cabercas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-six Hundred Fifty & 00/100 - - - (\$7650.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{41}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-eight & b2/100 - - (\$b8, b2) - 1 - - Dollars on or before the first day of each and every month from the date hereof, until the whole of sald principal sum and interest shall be paid, which Interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Mary Street known and designated as Lots Nos. 457, 458, 459, and 460 in the Humbird Land Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Street at the end of the first line of Lot No. 456 in said addition, and running then with said street South 53-1/2 degrees East 120 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said alley North 53-1/2 degrees West 120 feet to the end of the second line of said Lot No. 456, and then with said second line reversed North 36-1/2 degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Lee George, Sr., et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thcreon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the halance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-aix Hundred Fifty & 00/100 - (\$7650.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its licn or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

Ì

ì

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor sto keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partners

LIBER 307 PAGE 113

and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest:

Clarence F. Thompson [SEAL Clarence F. Thompson [SEAL Fleanor M. Thompson [SEAL

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 8TH day of SEPTEMBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clarence F. Thompson and Eleanor M. Thompson, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law-that he had the proper authority to make this affidavit as agent for the said mortgagee.

SWITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Myse Myse. N. a

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:10 P.M.

This Morinant, Made this 2nd day of September
in the year Nineteen Hundred and Fifty Four by and between

Lionel W. Wiseman and N. Louise Wiseman, his wife,

County, in the State of Mary land

parties of the first part, and The Fermers and Merchants Bank of Wayser,

of _______ County, in the State of _______ part ____ of the second part, WITNESSETH:

Tabereas, the sold Lionel a. discount and a. Louise a comman, his dispense that the removes and conclusts bank of acquest, and the init, comparation, in the amount of Table Theoskaw because (20,000.0), which into tedness is evidenced to a special be premissed. The original coverage the interest terms of three Thousand believe (20,000.0), with interest terms on the sixter and (20) or confidence (20,000.0), with interest terms on the sixter and discount, his confidence the said bloom and a second confidence that a second confidence the said removes and except the said accordance to the said a

X

Υ

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lional as allowed and the said Lional as allowed and the said and the said

do give, grant, bargain and sell, convey. release and confirm unto the said Farmers and corporation, and Virginia, a corporation, its

heirs and assigns, the following property, to-wit:

All of those lots or arcels of real estate situated in spindler's Accition to the Village of accoole, in election district 31, Allegany county, Maryland, and particularly described as follows:

All of that certain lot or parcel of land which is known and numbered as Lot No. 25 on the plat of said Spindler's Addition, which plat is of record among the Lond Records of Allegany County, fronting forty feet on keese Street, now known as west Arryland Avenue, and extending back the same width one hundred ninety feet to Aarrow Street, coing the same lot or parcel of ground which was conveyed to Cora C. Alse an from A. J. Spindler and wife, by peed dated in Octobe of 1906 and recorded among the Land Records of Allegany County, Earyland in peed book Liber L.L.S. O. 117 Folio 563.

ECOND: All of those two lots or parcels of land which are known and numbered as Lots Nos. 23 and 24 of said Spindler's Addition said lots fronting in all eighty feet on Reese Street, now known as west aryland Avenue, and extending back the same width one hundred ninety feet to Marrow Street, being the same two lots which were conveyed to Mrs. Cora Wiseman from Mrs. Bird Green of Mineral County, mest Virginia, by Deed dated the 11th day of August, 1934, and recorded as aforesaid in Deed Book Liber R.J. No. 194 Folio 676.

And being the same real estate which was conveyed from Ola L.

Zimmerman and Byron Zimmerman, her husband, Leah F. Wiseman, Single,
and Lionel W. Wiseman and N. Louise Wiseman, his wife, to Joseph A.

Slundon, Trustee, by Deed dated the 1st day of September, 1954, which
deed is to be recorded in the office of the Clerk of the County Court
of Allegany County, Maryland, prior to the recordation of this deed
of trust, and being also the same real estate which was conveyed from
Joseph A. Blundon, Trustee, to Lionel W. Wiseman and N. Louise
Joseph A. blundon, which deed is dated the 1st day of September, 1954
wiseman, his wife, which deed is dated the 1st day of September, 1954
and to be recorded as aforesaid, prior to the recordation of this
deed of trust.

Cogether with the buildings and improvements thereon, and the rights, reads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said Lional risasan in icuiso misasan,
heirs, executors, administrators or assigns, do and shall pay to the said
executor , administrator or assigns, the aforesaid sum of
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on part to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
Libral ne wind and a declar windows into a if it,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Lional Louisa
A STATE OF THE STA
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said Farmars and
orchants wank of Keyser, West Virginia, a corporation, its
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Lionel N. Wiseman
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor its representative between assigns.
End the said Lional W. Wisemen and N. Louise Wiseman, his wife,
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1ts
assigns, the improvements on the hereby mortgaged land to the amount of at least
Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, its being assigns, to the extent
of its their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premlums thereon with interest as part of the mortgage debt
Hitness, the hand and seal of said mortgagor
Attest:
S.C. Acan (None I W. Wis eman [SEAL]
S.C. 77 con [SEAL]

UBER 307 MGE 116

State of Mangland.

State of Mangland.

Allogang County, to-wit:

I hereby rertify. That on this day of September, in the year nineteen Hundred and Fifty for before me, the subscriber, a Notary Public of the State of Many hund, in and for said County, personally appeared

Lionel W. Wiseman and N. Louise Wiseman, his wire,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd C. Soor,
Jashier for the rarmers the corchants tank of Mayner, and Virginia,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Daving Belle Keruphen. Notary Public.

Company and Marted Residenced 2000 Carpy 12 Harries 273

FILED AND RECORDED SEPTEMBER 9" 1954 at 11:15 A.M.

CHERTLAND ORCHARDS, INC.

TO DEED OF TRUST

GILBERT CAMPBELL McKOWN AND RALPH W. HAINES, TRUSTEES



THIS DEED OF TRUST made and entered into this-24th day of April, 1954, by and between Chertland Orchards, Inc., a corporation created and existing under the laws of the State of West Virginia, grantor and party of the first part and Gilbert Campbell McKown, whose residence is Martinsburg, West Virginia, and Ralph W. Haines, whose residence is Romney, West Virginia, Trustees and parties

h

of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid and the conditions and stipulations herein contained, the said party of the first part, Chertland Orchards, Inc., does hereby grant, sell, convey, transfer and assign unto the said Trustees, parties of the second part, with covenants of general warranty, all the following tracts or parcels of real estate, together with the improvement's thereon, being all of the same real estate conveyed unto the said Chertland Orchards, Inc., by Appalachian Orchards, Incorporated (sometimes hereinafter called Appalachian Orchards, Inc.) by several deeds of even date herewith, more fully described as follows:

estate situate in Cacapon District in Morgan County, West Virginia, known as "Mt. Dale Orchards," supposed to contain in the aggregate 695 acres, more or less, but this is a conveyance in gross and not by the acre, said real estate being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated the 24th day of April, 1954, which deed is recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is hereby expressly made a part

RALPH W. HAINES ATTORNEY AT LAW ROMNEY, W. VA.

hereof for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed, including the description as shown by a survey made by P. S. Bradfield, surveyor, dated May 1, 1951, as well as all rights, rights of way, easements, and appurtenances thereunto appertaining, it being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

SECOND: All that certain tract or parcel of real estate situate in Cacapon District, Morgan County, West Virginia, containing 121 acres, more or less, although thie is a conveyance in gross and not by the acre, known as the "Upland Orchard" tract, being all the same real estate, rights, ways, easements and appurtenances thereunto belonging, which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said

State of Mingland.
Mineral County, to-wit:

I hereby rertify. That on this day of September in the year nineteen Hundred and Fifty before me, the subscriber, a Notary Public of the State of Mary land, in and for said County, personally appeared

and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared riogd C. woor, Cashier for the rarmers are rechants work of Mayser, west Virinia, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Though Belle Kempten Notary Public. mmigrian effere Dec. 9.1963

Compared and Stated Testiment 2000 To Chappy in Locarner Day

FILED AND RECORDED SEPTEMBER 9" 1954 at 11:15 A.M.

CHERTLAND ORCHARDS, INC.

TO DEED OF TRUST

GILBERT CAMPBELL McKOWN AND RALPH W. HAINES, TRUSTEES



THIS DEED OF TRUST made and entered into this 24th day of April, 1954, by and between Chertland Orchards, Inc., a corporation created and existing under the laws of the State of West Virginia, grantor and party of the first part and Gilbert Campbell McKown, whose residence is Martinsburg, West Virginia, and Ralph W. Haines, whose residence is Romney, West Virginia, Trustees and parties

Ì

h

of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid and the conditions and stipulations herein contained, the said party of the first part, Chertland Orchards, Inc., does hereby grant, sell, convey, transfer and assign unto the said Trustees, parties of the second part, with covenants of general warranty, all the following tracts or parcels of real estate, together with the improvements thereon, being all of the same real estate conveyed unto the said Chertland Orchards, Inc., by Appalachian Orchards, Incorporated (sometimes hereinafter called Appalachian Orchards, Inc.) by several deeds of even date herewith, more fully described as follows:

estate situate in Cacapon District in Morgan County, West Virginia, known as "Mt. Dale Orchards," supposed to contain in the aggregate 695 acres, more or less, but this is a conveyance in gross and not by the acre, said real estate being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated the 24th day of April, 1954, which deed is recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is hereby expressly made a part

RALPH W. HAINES ATTORNEY AT LAW ROMNEY, W. VA.

hereof for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed, including the description as shown by a survey made by P. S. Bradfield, surveyor, dated May 1, 1951, as well as all rights, rights of way, easements, and appurtenances thereunto appertaining, it being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

SECOND: All that certain tract or parcel of real estate situate in Cacapon District, Morgan County, West Virginia, containing 121 acres, more or less, although this is a conveyance in gross and not by the acre, known as the "Upland Orchard" tract, being all the same real estate, rights, ways, easements and appurtenances thereunto belonging, which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made, a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said

real estate and also for a metes and bounds description as prepared by P. S. Bradfield, surveyor, in May, 1951. It being the intention of the grantor to convey all of the real estate and rights which it acquired by virtue of the aforementioned deed.

estate, together with all rights of way, easements and appurtenances thereunto belonging, situate and being at Paw Paw, Morgan County, West Virginia, containing 2 acres and 110 square rods, more or less, being all the same real estate and the right of way which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the Clerk's Office of the County Court of Morgan County,

RALPH W. HAINES

West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said real estate and the right of way which are therein described by metes and bounds taken from a survey made by H. J. Compton, surveyor, it being the intention of the grantor to convey all of the real estate and rights which it acquired by virtue of the aforementioned deed.

ſ

FOURTH: All those certain tracts or parcels of real estate situate in Mineral County, West Virginia, containing in the aggregate 615 acres 40 poles, more or less, although this is a conveyance in gross and not by the acre, together with all rights, ways, easements and appurtenances thereunto belonging, known as Chertland Orchards, being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Mineral County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of the various tracts, rights, ways, easements and appurtenances by metes and bounds. It being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

FIFTH: All that certain tract or parcel of land, situate, lying and being in Pinto, Election District No. 7 in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

"Beginning at an iron pipe planted

ALPH W. HAINES TTORNEY AT LAW ROMNEY, W. VA.

westerly side of the road leading from the Winchester Road to the River Road, said pipe being South Seventeen degrees
Twenty minutes West forty-one feet from a Hickory tree marked with three notches in line (said tree being on the easterly side

of said road) and running thence with . the Westerly side of said road, South thirty-eight degrees forty-five minutes East one hundred and forty-eight feet South seventeen degrees ten minutes East ninety-nine and seven tenths feet; thence leaving said road south fifty-one degrees fifteen minutes West fifty-three feet then North thirty-eight degrees forty-five minutes West two hundred and forty feet then North fifty-one degrees fifteen minutes East ninety feet to the beginning."

Together with all rights, roads, ways, easements and appurtenances thereunto belonging or appertaining, being all the real estate, rights, ways and appurtenances which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the Office of the Clerk of the County Court of Allegany County, Maryland, among the Land Records of said County immediately prior to this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said real estate. It being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

The grantor does hereby intend to grant and convey unto said Trustees all of the real estate which it acquired by covenants of general warranty from the Appalachian Orchards, Incorporated, by the various deeds set forth above dated the 24th day of April, 1954, and also to convey all rights of way, roadways, privileges, easements and appurtenances and all other sundry rights which it acquired by reason of the aforementioned deeds but without warranty of title.

This conveyance is made subject in all respects to any rights of way or easements of record which the said Appalachian Orchards, Incorporated, may have granted to any public utility service corporation or agency of this state or federal government ATTORNEY AT LAW as set forth in the aforementioned deeds.

RALPH W. HAINES

IN TRUST NEVERTHELESS to secure Appalachian Orchards, Incorporated, the payment of that certain indebtedness in the principal sum of Thirty-six Thousand Two Hundred (\$36,200.00) Dollars, which indebtedness is evidenced by those two certain negotiable promissory notes each in the principal sum of Eighteen usand One Hundred (\$18,100.00) Dollars, dated April 24, 1954, made, executed, and delivered by Chertland Orchards, Inc., by

Albert Corbin, President, Paul C. Williams, Secretary-Treasurer, payable to the order of Appalachian Orchards, Inc., at the office of the Bank of Romney, Romney, West Virginia, with interest thereon at the rate of five (5%) per cent per annum, one note due and payable January 1, 1955, and the second note due and payable January 1, 1956, as well as to secure any renewals of said note in whole or in part, together with the interest thereon.

The Post Office address of Appalachian Orchards, Inc., is Paw Paw, West Virginia, and the said Appalachian Orchards, Inc., is the beneficial owner of the indebtedness herein secured which is for part of the purchase money and consideration for the sale and transfer of the above described lands by Appalachian Orchards, Inc., unto Chertland Orchards, Inc.

Now, if the maker of said note or notes or someone for it shall pay said notes when due, or any renewals thereof, should renewal be permitted by the noteholder, then the lien created by this Trust shall be released by Appalachian Orchards, Inc., its successors or assigns; otherwise, it shall remain of full force and effect until the trust is executed as hereinafter provided.

The grantor herein covenants that it will insure and keep insured the buildings on the property herein conveyed in a solvent fire insurance company authorized to do business in West Virginia in at least such amounts as the Appalachian Orchards, Inc., RALPH W. HAINES had each building insured at the time of the transfer of said real estate unto Chertland Orchards, Inc., being in accordance with a schedule showing the buildings and the amount of insurance thereon to be prepared and held by the Trustees prior to the recordation of this deed of trust, with a loss-payable clause in each of said insurance policies payable to the Appalachian Orchards, Inc., its successors or assigns, as its interest may appear. In the event the grantor should fail to insure and keep insured the buildings on the land herein conveyed or fail to pay the insurance premiums thereon, then the said Appalachian Orchards, Inc., shall have the right to insure the said buildings and to pay any premiums on said insurance and any sums so paid with interest from date of payment, shall be added to the debt herein secured.

The Appalachian Orchards, Inc., is to pay one-fourth of the 1954 property taxes upon the real estate herein conveyed, and the grantor herein further covenants that it will pay threefourths of all property taxes upon the property herein convey for the year 1954 and all taxes and assessments against said

ROMNEY, W. VA.

property thereafter, and if at any time it shall default in the payment thereof, the Appalachian Orchards, Inc., is authorized to pay the same and any sums so paid, with interest from date of payment, shall be added to and become a part of the debt herein secured.

In event the grantor herein should fail or refuse to perform any of the covenants herein contained or in the event of non-payment at maturity of either of the notes and debts herein secured, then the entire indebtedness herein secured shall become immediately due and payable, and the said Trustees or either of them, in event the other by reason of death or disability is unable to act, upon being requested in writing so to do by the said Appalachian Orchards, Inc., its successors or assigns, shall sell the property herein conveyed at such time and place and after such notice and upon such terms and conditions as the said Trustees may deem best, but said sale shall be had or made not later than six (6) months after request made in writing as aforesaid, and out of the proceeds of the sale, the said Trustees shall pay, first, all the costs incident to the execution of the trust and sale hereunder, including a 5% commission to the Trustees, also, any and all. expenses which may be incurred by the Trustees for wages, supplies, materials and otherwise which the Trustees may incur in caring for and preserving said property from the date of default until sale thereof; second, the Trustees shall pay unto the Appalachian Orchards, Inc., ita successor or assigns, the indebtedness herein secured or any part thereof remaining unpaid and any taxes or insurance premiums advanced and paid by the said Appalachian Orchards, Inc.; and third, the balance of the proceeds, they shall pay unto the Chertland Orchards, Inc., its successor or assigns, as its interest may appear.

The grantor further covenants and agrees that in the event of its default in the performance of the covenants or conditions herein contained and the payment of the indebtedness herein secured, that the said Trustees upon being notified in writing by the Appalachian Orchards, Inc., of such default as herein set forth, shall, pending the sale of said properties, be and are authorised and empowered to do whatever in the judgment of said Trustees in their absolute discretion may be necessary to preserve the property, as well as to grow, harvest and market any crops or fruit thereon, the expenses to be paid and the proceeds therefrom to be handled in the same manner as set forth above.

Said Trustee may act by agent or attorney in the

ALPH W. HAINES TTORNEY AT'LAW ROMNEY, W. VA. execution of this Trust and any sale hereunder may be postponed from time to time without other notice than oral proclamation at the time and place of proposed sale, and the said grantor does hereby expressly waive statutory notice of said sale and consent thereto.

Orchards, Inc., by virtue and authority of a resolution adopted by all the stockholders of the said Chertland Orchards, Inc., at a meeting thereof held on the and day of the party.

WITNESS the signature of Chertland Orchards, Inc., by its President, Albert M. Corbin, and its corporate seal hereunto affixed and attested by its Secretary-Treasurer, Paul C. Williams, the day and year first herein written.

CHERTIAND ORCHARDS, INC.

BY What We Corlin

(Comporate seal)

Janes Wieijams

STATE OF WEST VIRGINIA

COUNTY OF HAMPSHIRE, TO-WIT:

the county and state aforesaid, do hereby certify that Albert M.

Corbin, President of Chertland Orchards, Inc., and Paul C. Williams, secretary of said corporation, whose names, as such, are signed to the foregoing and annexed instrument in writing, bearing date the 24th day of April, 1954, have this day personally appeared before me in my County and State aforesaid and acknowledged the same as and for the act and deed of said corporation.

Given under my hand this 1971, day of August, 1954.

My commission expires December 27,1958.

Notary Public

h

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:20 P.M.	
This Mortgage, Made this 8TH day of SENTENDER in the	-
year Nipeteen Hundred and fifty-four by and between	
Pichard D. Heacox and Janet S. Heacox, his wife,	
the construction, into with,	12
	E.F.
of Allegany County, in the State of Maryland, part 108 of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	Ricon
WITNESSETH:	20
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	B3
Fighty-saven Hundred & 00/100	Ricon
Elenty-seven Hundred & 00/100 (\$8700.00) Dollars,	32
which said sum the mortgagors agree to repay in installments with interest thereon from	Blues
the date hereof, at the rate of 52 per cent. per annum, in the manner following:	Bar
Pro Alexander of Parties Pare 2, 96/200	E.
By the payment of Fifty-nine & 86/100 (\$59.86) - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be neid which interest s	= 12
and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges	RECOM
charges affecting the hereinafter described premises, and (3) towards the payment of the afore- said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property to wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Oaklawn Avenue in LaVaie, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake standing 338.9 feet on the first line of the tract of ground conveyed from Bertram K. Lazarus and Martha R. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, folio 689, one of the Land Records of Allegany County, and continuing then with the first line (vernier readinge calculated to magnetic bearinge as of 1935 and with horizontal measurements) and with the easterly eide of Oaklawn Avenue South 39 degrees 22 minutee East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees and 38 minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutee West 206.48 feet to a stake, then leaving said line and cutting acrose the whole tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.

Being part of the property which was conveyed unto Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, by deed of W. Earle Cobey, Trustee, deted February 12, 19h6, which is recorded in Liber 207, folio 221, one of the Land Records of Allegany County, Maryland, the said Wilbur K. Bishop hawing heretofore departed this life leaving the said Janet S. Bishop Heacox, now intermarried with Richard D. Heacox, as sole owner by operation of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their helrs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the sald mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and pald by the mortgagors, representatives, helrs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fighty-seven Hundred & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgagee on or before fully imposed taxes for descing the payment of all lives for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may imprediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said demand of the mortgagee for a period of thirty days shall constitute a hreach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder any security for the debt) to the appointment of a receiver collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged's written consent, or should the same be encumbered by the mortgagors, their heirs of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty days or after default in the performance of any of the aforegoing covenants or conditions

Hitmess, the hand and seal of said mortgagors.

Attest

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 8TN day of SEPTEMOER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Heacox

S.

Richard D. Heacox and Janet S. Heacox, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WATNESS my

my/hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND MCCOMBED SEPTEMBER 9" 1954 at 10:15 A.M.

This Murinage, Made this 7th day of September
in the year Nineteen Hundred and Fifty-four , by and between

Charles O. Turner and Mary Turner, his wife,



of Allegany County, in the State of Maryland
part 105 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Wibereas, the said Charles O. Turner and Mary Turner, his wife,



stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Three Thousand and Fifty-Five Dollars and Ninety-Five Cents Dollars (\$ 3,055,95), to be paid with interest at the rate of six per cent (6 %) per annum, to be computed monthly on unpaid balances, in payments of at least Including Thirty-Five-Dollars (\$ 35,00) per month with interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accurred thereon, is paid in full, to secure which said principal, together with the interest accurring thereon, these presents are made.

End Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Charles O. Turner and Mary Turner, nis wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

H

ı

All of the northerly two-thirds of Lot No. 90 and southerly two-thirds of Lot No. 91 of the Lots as designated on the Amended Plat of Laing's Addition to Cumberland, Allegany County, Maryland, recorded in Liber No. 99, folio 721, one of the Land Records of Allegany County, Maryland, and more particularly described as a whole by metes and bounds as follows:

BEGINNING for the same at a point 8 1/3 feet from the beginning of the first line of Lot No. 90 on the East side of Seymour Street, said point being at the end of the first line in the deed from The Real Estate and Securities Company of Allegany County, to Thomas 3. Post dated September 6, 1916, and recorded in Liber No. 119, folio 394, one of the Land Records of Allegany County, Maryland, and running thence with the first lines of said Lot No. 90 and Lot No. 91,

on the East side of Seymour Street, North 14 degrees 37 minutes East 33 1/5 feet, then South 75 degrees 23 minutes East 100 feet to Clover Alley, then with said alley, South 14 degrees 37 minutes West 33 1/5 feet to the end of the second line in a deed to Thomas S. Post, and reversing said second line, North 75 degrees 23 minutes West 100 feet to the beginning.

It being the same property which was conveyed to Charles O. Turner and Mary Turner, his wife, by Harry I. Alexander and Mary E. Alexander, his wife, and Ina M. Alexander (widow) by deed dated the day of April, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 208, folio 180.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand and Fifty-Five and 95/100------------Dollars (\$ 3,055.95) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

End it is Egreco that until default be made in the premises, the said.

Charles O. Turner and Mary Turner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles O. Turner and Mary Turner.

his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooks Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles O. Turner

and Mary Turner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor sale their representatives, heirs or assigns.

and the said Charles O. Turner and Mary Turner, his wife.

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Witness, the handsand soaiss said mertgagore

	Attest: Sthel McCarty Charles 0. Turner Mary Aurner [SEAL]
	State of Maryland,
İ	Allegany County, to-wit:
	3 hereby rertify. That on this 1th day of September
	in the year nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Charles O. Turner and Mary Turner, his wife,
1 1 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2 1 2	and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland. the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton further made oath in due form of law that he is the Ylac President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland Maryland and duly authorized to make this affidavit. ETTAKES my hand and Notarial Seal the day and year aforesaid. Ethel McCarty Public.

More Cong

FILED AND RECORDED SEPTEMBER 9" 1954 at 1:40 P.M.

This Mortgage, Made this

7 #

day of

, by and between

Clyde L. Stratton and Myrtle A. Stratton, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,



Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth;

Whereas, the said

Clyde L. Stratton and Myrtle A. Stratton, his wife,

is and madebted unto the said The Liberty Trust Company in the just and full sum of [x*y-Three Hundred (\$6300.00)]. Dollars, possible to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of [34x (6%)] per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31. June 30, September 50, and December 31 of each year, the first pro-rate quarterly interest hereunder to be the company of th

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clyde L. Stratton and Myrtle A. Stratton, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, siece or parcel of ground lying and being on state of Maryland, described as follows, to-wit:

Deing all 'he following part of Lot No. 7 in Blocher's Addition to the dity of Camberland, being the lower or Southern part of all that lot or parcel of land, known and distinguished in the Plat of said Town as Lot No. 7, fronting on Blocher, commonly called Bedford, Street, I feet a inches and running back 160 feet to and fronting on the behind known as Polk Street, 31 feet 8 inches.

I' being the same property which was conveyed unto the said Mortmargors by Centre Street Methodist Episcopal Church by deed dated February 11, 1944, and recorded in Liber No. 198, folio 476, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixty-Three Hundred (\$6300.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to

be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgage as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the cutive mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby exercil, or so much thereof as may be necessary; and to gram and convey the same to the purchasers or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in nammer following, to vit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratio ation thereof by the court, and the proceeds arising from such sale to anois tirst: To the parment of all expenses incident to such safe, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or long sold sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Three Hundred (\$6300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to impre to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, execulors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor

ATTEST:

Clyde L. Stratton (SEAL)

Myrtle A. Stratton

STATE OF MARYLAND. ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this

day of August

in the vear nineteer

Н

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared Clyde L. Stratton and Myrtle A. Stratton, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time; before me, also personally appeared Charles A. Piper,
President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Notary Fublic

FILED AND ACCOUNT SEPTEMBER 10" 1994 at 8:45 A.M.

On Real and Personal Property

This Martgage! Made this day of September

in the year Nineteen Hundred and Fifty-four

. by and between

WILLIAM E. FISHER and EDNA ALMEDA FISHER, his wife,

Allegany

County, in the State of Maryland,

incles

of the first part, and

IRVING MILLENSON

Allegany

County, in the State of Maryland

of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$24.86 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also sugire future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part . his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying between Block 7B of Johnson and Doll Addition and Lots 24 through 31 of Block 40 of Johnson's Heights Addition in Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the easterly side of Hadden Avenue at a point where the extension of the division line between Lots 6B and 7B of Johnson and Doll Addition intersects said Hadden Avenue, said point being also at the end of a line drawn North 80 degrees 30 minutes West 90 feet from the southwesterly corner of said Block No. 6 of Johnson and Doll Addition, a plat of which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 among the Land Records of Allegany County, which is recorded in Plat Box No. 123 a

IT being part of the same property which was conveyed by the Johnson Realty Corporation to William E. Fisher et ux by deed dated September 15, 1939, and recorded in Deeds Liber 184, folio 571 among the Land Records of Allegany County, Maryland.

SECOND PARCEL:

1 1952 Chevrolet Deluxe Style Line Four door sedan Serial No. 14KKH-50767

Model No. 52KK

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said part_ies_of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part Y of the second part his or assigns, the aforesaid sum of_ executor , administrator - - - FIFTEEN HUNDRED and 00/100 - - - - - DOLLARS (\$1500.00) - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, eoverant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y_____ heirs, executors, administrators and assigns, or of the second part, his its, his, her or their duly constituted attorneys or COBEY, CARSCADEN and GILCHRIST agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over heirs, or assigns, and in ease of to the said parties of the first part , their advertisement under the above power but no sale, one-half of the above commission shall be allowed representatives, heirs of assigns. and paid by the mortgagor s. their

And the said parties of the first part further covenant to besure forthwith, and pending the existence of this mortgage, to keep instead by some insurance company or companie acceptable to the mortgagee or, his assigns, the improvements on the hereby mortgaged land to the amount of at least. Fifteen Hundred and 00/100 - - - - - - (\$1500,00) - - holians.

and to cause the policy or policies issued ther	refor to be so framed or endorsed, as in	ease of fir
or other losses to inure to the benefit of the mo-	ortgagee , his	heirs o
assigns, to the extent of his policy or policies forthwith in possession of the insurance and collect the premiums thereon wi	e mortgagee or the mortgagee mag	r effect said
Hiturss, the hands and seals of	Said mortgagors.	
Witness:		
Pater Com 1 Comin	Asis on & Vi st.	F(2)
Party Com Danis	WILLIAM E. FISHER	[Seat
Laty and Manie	EDNA ALMEDA FISHER	[Seal]
State of Maryland,		
Allegany County, to-wit:		
I hereby certify, That on this.	9 Cl day of September	Anno dopos de despla
in the year nineteen hundred and fifty-four	, before me, the s	ubscriber
a Notary Public of the State of Maryland, in and		
William E. Fisher and Edna Al	lmeda Fisher, his wife,	•
and they ncknowledged the aforegoing me	ortgage to be their respective	to the Stanford Stanford Stanford Stanford
act and deed; and at the same time before me also	personally appeared	and the same of th
Irving Millenson	,	
the within named mortgagee and made oath in	i due form of law, that the consideration	n in said
mortgage is true and bonn fide as therein set forth	•	
WITNESS my hand and Notarial Seal the day	and year aforesaid.	
	Patty and Dance	

Notary Public

FILED AND ASCORDED SEPTEMBER 10" 1954 at 9:50 A.M.

This / Morigage, Made this 8th. day of September

Nineteen Hundred and Fifty-Four by and between

CHARLES I. SLOER and IDA S. MOER, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of MIGHT THOUSAND AND NO/100- -- -- -- -- -per centum (6%) per annum, for which (\$8,000.00) with interest at the rate of six amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

- - - - - - - - 51/00 Sixty-seven - - - - - - -Dollars, . 195 4 October) commencing on the 8th. day of (\$67.51 day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 8th. day of September, 1969, 1988 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit: all that lot, piece or percel of ground situate, lying and being on College Avenue, in Frostburg, Maryland, and being a part of Lot No. 6, in Block No. 15, in Deall's First Addition to said Town of Frostburg, and particularly described as rollows, to-wit:

REGERING for the same at the end of 127.8 feet on the second line of the whole lot; and running thence with the remaining part of said second line, South 38 degrees 30 minutes East 63.0 rest to the end thereof; thence running with the third line of the aforesaid whole Lot No. 6 and with a 15 foot alley, North 37 East 51.3 feet; thence running with a part of the fourth line of degrees 20 minutes

the whole lot, North 30 degrees 30 minutes west bl.0 reet; thence South 50 regrees 55 minutes west 49.65 feet to the place of beginning, containing 2530 source reet.

BELLIG the same property which was conveyed to J. stenley Number and additionably Number, his wife, by deed from Nuch Duncan, widower, asted Towasher 10, 1936 and recorded in Liber No. 176, folio 234, among the Land Records of alloway County. Nareland.

The about a sme property which was conveyed to the sain Charle. I. sense and like J. st.er, his wife, by seen troud. I stander hinter and In Service uniter, like wife, of even date because, which is intended to be recorded more the man. I ami decorde annultaneously with this morth to which is executed to record a confunction of the purchase rice of the above described reporty and is in whole a lunguage land of the above described reporty and is in whole a lunguage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages

receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct,

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite,

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readings. ment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof aball govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties herete.

WITNESS the hand and seal of said mertgagor.

ATTEST:

Relph/M. Race
Aach M Sace

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

in the year Nineteen 1 Hereby Certify, That on this 8th. day of September,

before me, the subscriber, a Notary Public of the State of Mary-Hundred and Fifty - Four land, in and for said County, personally appeared

CHARLES I. SAGER AND IDA S. SAGER, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared accounted. Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Wöhler in the said further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WIIEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

FILED AND RECURDED SEPTEMBER 10" 1954 at 10:05 a.m.



Chis Mortgage, made this seventh day of September----, in the year Nineteen Hundred and fifty-four, by and between Robert P. McGowan and Victoria' A. LcGowan, husband and wife, of Luke, Allegany County, Annual.

hereinafter called Mortgagors, which expression shall include their---heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part—of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, bereinufter called Mortgagee—, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Six hungred and twenty live----- Dollars (\$ 625.00), with interest from date at the rate of six per centum (6%) per minimum on the unphid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors , dated the 7th. day of September ----- , 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland,

AND WHEREAS, it is agreed that the Mortgagor S shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$15.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 7th. day of September . 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagure, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor s do hereby bargain and sell, release, convey and confirm unto the said Mortgagoe, its successors and assigns, the following property, to wit:

County, "aryland, on the South side of Mullen Avenue, improved with house No. 118 and which was conveyed unto the parties of the first part herein by deed from the West Virginia Pulp and Paper Company, a corporation, dated May 18, 1950 and of record among the land records of Allegany County, Maryland in Liber No. 229 Folio 410. To which deed so recorded a reference is hereby made for a more definite and particular description of the said property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagoe the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on theirpart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be ievied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagom hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, karyland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person seiling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgage the improvements on the hereby mortgaged land to an amount of at least

Six hundred and fifty dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

Victoria J. M. Gournas

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7th. day of Sentember , in the year 1954, before me, the subscriber, a' Notary Publicessesses of the State of Maryland, in and for said County, personally appeared, Robert P. McGowan and Victoria A. McGowan, husband and wife----the within named Mortgagors , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

FILED AND RECORDED SEPTEMBER 10" 1954 at 1:10 P.M.

This Mortgage, Made this 9TH day of SEFTEMBER in the year Nineteen Hundred and fifty -four by and between

______of Allegany County, in the State of Maryland, part192of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thousand & 00/100 - - - (*11,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of be per cent, per annum, in the manner following:

d

By the payment of Sixty-nine & 59/100 - - (*69.59) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated on the southeast side of Frederick Street, being Lots Nos. 73 and 75 of Schlurd's Addition to the City of Cumberland, Allegany County and State of Maryland, and more particularly described as follows, to wit:

Beginning for the same at an iron stake standing on the southeast side of Frederick Street and at the beginning of Lot No.

73 of the said addition, said stake also stands South 50 degrees and 18 minutes West, 187-9/10 feet, from the concrete marker at the point of intersection of the said southeast side of Frederick Street and the City Limits Line of Cumberland, Maryland, and running then with the said southeast side of Frederick Street (True Bearings and Horizontal Measurements) North 50 degrees and 18 minutes East 130 feet to aniron stake, then leaving the said southeast side of Frederick Street at a right angle, South 39 degrees and b2 minutes East 200 feet to an iron stake, then parallel with the said Frederick Street, South 50 degrees and 18 minutes West 130 feet to an iron stake, and then North 39 degrees b2 minutes West, 200 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Walter P. Schlund and Charles E. Schlund, Executors, dated the 9th day of June, 195h, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 259, folio 383.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty dayal notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgaged or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand & 00/100 - - - - (\$11,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become the and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

hearby secured, and the mortgagee may, without notice institute proceedings to foreclose this portgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the helder, of this mortgage in any action to foreclose it, shall be entitled (without regard to the adecuacy of any occupity for the debt) to the appointment of a receiver to collect the rents and prefits of said precises and account therefor as the Court may direct; (1) that should the fille to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the nactioners, by voluntary or involuntary grant or assignment, or in any other names, without the cortgagee's written consent, or should the same be encur, bared by the mortgageers, their lacins and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing coverants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest:

William F. Smith

Clare Vincinia Smith [SEAL

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this 9TH day of SEPTEMBER
in the year nineteen Hundred and Fifty—four , before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Smith and Clara Virginia Smith, his wife,

the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

VITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED SEPTEMBER 10" 1954 at 1:05 P.M.

THIS MORTCAGE, made this 9th. day of September , 1954, by and between THE EVANCELICAL LUTHERAN CHURCH OF ST. PAUL IN THE TOWN OF FROST-EURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, sometimes hereinafter called "Mortgagor", party of the first part, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND and THE LIBERTY TRUST COMPANY OF CUMBERIAND, Maryland, both banking corporations incorporated under the Laws of the State of Maryland, sometimes hereinafter called "Mortgagees", parties of the second part.

WITNESSETH:

WHEREAS, the Mortgagor now stands indebted unto the Mortgagees in the full and just sum of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS this day Loaned the party of the first part by the parties of the second part, of which pmount the sum of TWENTY-TWO THOUSAND FIVE HUNDRED (\$28,500.00) DOLLARS is owed The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and the sum of THELVE THOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS is owed The Liberty Trust Company of Cumberland, Maryland; which said obligations are evidenced by two promissory notes which the said Mortgagor has signed and delivered to the respective Mortgagees, one payable to The Fidelity Savings Bank of Frostburg. Allegany County, Maryland, for said sum of THENTY-TWO THOUSAND FIVE HUNDRED (\$22,500.00) DOLLARS, with interest at FOUR PER CENTUR (4%) per annum and payable in monthly installments of not less than ONE HUNDRED THIRTY-SIX AND 35/100 (\$136.35) DOLLARS, beginning on the 9th. day of October thereafter monthly until said indebtedness to said The Fidelity Savings Bank and interest is paid in full; and the other promissory note which is payable to The Liberty rust Company of Cumberland, Maryland, for said sum of TWEINE HOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS, with interest at FOUR PER CENTUM (4%) per annum and payable in monthly installments of not less than SEVENTY FIVE AND 75/100 (\$75.75) DOLIARS, beginning on the same day in October and thereafter monthly until said indebtedness to said The Liberty Trust Company nd interest is paid in full.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest there on, the said Mortgagor does hereby give, grant, bargain and sell, release, convey and confirm unto the said Mortgagees, their successors and assigns, the following property, to-wit:

FIRST PARCEL

ALL that lot, piece or parcel of ground situate, lying and being on the Southwest corner of Water and Union Streets in the Town of Frostburg, Allegany County, Maryland, and being the same property which was conveyed to the Trustees of the First English Evangelical Lutheran Church of Frostburg by deed from















Jacob Steyer, dated July 12, 1864, and recorded in Liber No. 21, folio 785, one of the Land Records of Allegany County, Maryland, to which deed reference is hereby made for a further description of said real estate.

SECOND PARCEL

ALL that lot, piece or parcel of ground adjoining said "First Parcel" which was conveyed to the Trustees of the First English Evangelical Lutheran Church of Frostburg, by deed from Jacob Steyer, dated September 10, 1868, and recorded in Liber No. 31, folio 172, among said Land Records of allegany County Maryland, to which deed reference is hereby made for a further description of said real estate.

BEING also the same property which was conveyed to the said Mortgagor, the party of the first part, by deed from the Trustees of the First English Evangelical Lutheran Church of Frostburg, dated August 2, 1954, and now of record among said Land Records of Allagany County, Maryland.

THIRD PARCEL

which was conveyed to the Trustees of the First English Lutheran Church of Frostburg, by dead from Lloyd Lowndas et al, dated March 14, 1885, and recorded in Liber No. 86, folio 144, among said Land Records of Allegany County, Maryland.

The aforesaid "First Parcel" and "Third Parcel" being the same property which was conveyed to the said Mortgagor, the party of the first part, by deed from the Trustees of the First English Lutheran Church or Frostburg, dated February 28, 1918, and recorded in Liber No. 123, rolio 270, among said Land Records or Allegany County, Maryland.

TOGETHER with the church building, personage and other buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appartaining.

PROVIDED, that if the Mortgagor, the party of the first part harein, its successors and assigns do and shall pay to the Mortgageas, the parties of the second part harein, their successors and assigns, the aforesaid sum of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall parform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagor heraby covanants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any

agreement, covenant or condition or this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagees, their successors and assigns, or George R. Hughes and Albert A. Doub, their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or essigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice or the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a cormission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Mortgagor, its successors or assigns, and in case of advertisement under the above power but no sale, onehelf of the above commission shall be allowed and paid by the Mortgagor, its successors or assigns.

AND the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, their successors or assigns the improvements on the hereby mortgagee land to the amount of at least

Seventy Thousand - - - - - - - (3 70,000.00) DOLLARS, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of rires, to inure to the benefit of the Mortgagees, their successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees, or the Mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

witness the corporate name of The Evengelical Lutheren Church of St. Paul in the Town of Frostburg, Allegany County, Maryland, and the signature of its President, duly attested by its Secretary, with the corporate seal attached, and the signatures of its Board of Trustees, the day and year first

The Evangelical Lutheran Church of St. Faul in the Town of Frostburg, Allegany County, Maryland.

By Walia Jaying Inc. Prespont

W. GARL LAYMAN (SEAL)

Simon W. GREEN (SEAL)

SIMERA

Carl L. Fresh	_(SEAL)
NOEL D. Corne	_(SEAL)
Clifford Crown	_{3511)
Paul La Rue	_(35/L)
Chruette Lighter	(SEAL)
SECRE LEADERT	(SEAL)
Joseph DORST	_(SEAL)
Charles SCHOTZ	_(SEAL)
DANIEL SHIPE	_(SEAL)
DAADO AN MINISTERNING	

BOARD OF TRUSTERS

ATTEST TO ALL:

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREHY CERTIFY, that on this 9th. day of September 1954, bafore me, the subscribar, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, parsonally appeared William J. Yingling, Trasident of The Evangelical Lutheran Church of St. Faul in the Town of Frostburg, Allagany County, Maryland, and in behalf of said corporation acknowladged the aforegoing Mortgage to be its corporate act and he further made oath that no is the Iresident of said corporation and is duly authorized by it to maka this acknowledgement; and at the same time also personally appeared before me W. Carl Layman, Simon W. Grean, Milliam C. VanNewkirk, Carl L. Fresh, Noel S. Cook, Clifford Crowe, Paul LaRue, Everett Lemmert, George Lemmert, Joseph Durst, Charles Schutz and Daniel Shape, who constitute the Board of Trustees and Church Council of said corporation and each acknowledged said Mortgage to be their respective act as Trustees of said corporation; and at the same time, also personally appeared before me G. Alvin Kreiling, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bone fide as therein set forth; and the said G. Kreiling did further in like manner make outh that he is the Treasurer of said Fidelity Savings Bank and is duly authorized by it to make this affidavit;

also, at the eame time, personally appeared before me Thomas L. Keech Vice President of The Liberty Trust Company of Cumberland, Maryland, the other within nemed mortgagee, and made oath in due form of law that the consideration in said mortgage is true and tona rice as therein set forth and he further, in like manner, made oath that he is the Vice President sail Liberty Trust Company and is duly authorized by it to make this affidavit. ATMESS my hand and Notarial Seal the day and year last above

written.

said payments to be due and

Notary lublic. Ralph M. Race

FILED AND RECORDED SEPTEMBER 10" 1954 at 12:20 P.M. This Marigage, Made this 10 day of September in the year Nineteen Hundred and Fifty-Four _____, by and between WILLIAM R. SHANK (single) Allegany County, in the State of Maryland party of the first part, and THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States, County, in the State of Maryland Allegany ___of the second part, WITNESSETH: part y____ of the second part in the full and just sum of Fifteen Hundred (\$1500. Dollars, this day loaned the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the party of the second part in payments of not less than Twenty-Five (\$25.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof

payable one month from

and to continue monthly until the amount of principal and interest is

LIBER 307 PAGE 147

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

booksigns, the following property, to-wit:

ALL those two lots or parcels of ground in or near Cresaptown, in Allegany County, Maryland, known as Lots Nos. 56 and 57 in Section "A" on the Plat of the Cellulose City Addition, and which are described as follows:

LOT NUMBER 56: BEGINNING at a peg on the North side of Fourth Avenue at the intersection of said Avenue with a ten-foot alley, and running thence with Fourth Avenue, North 82 degrees East 25 feet, then North 8 degrees West 100 feet, then South 82 degrees West 25 feet to an alley, then with said alley South 8 degrees East 100 feet to the place of beginning.

LOT NUMBER 57: BEGINNING at a peg on the North side of Fourth Avenue at the end of the first line of Lot No. 56, and running thence with Fourth Avenue, North 82 degrees East 25 feet to the West side of Main Street, and with said street, North 8 degrees West 100 feet, then South 82 degrees West 25 feet to the end of the second line of Lot No. 56, and with said line reversed, South 8 degrees East 100 feet to the place of beginning.

BEING the same property which was conveyed to the party of the first part by the Community Volunteer Fire Company of Cresaptown, by deed dated November 2, 1935, and recorded among the Land Records of Allegany County in Liber No. 174, folio 174.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

executacceration or assigns, the aforesaid sum of

Fifteen Hundred (\$1,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _his______ part to be performed, then this mortgage shall be void.

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said.

party of the second part, its successors

	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
	matured or not; and as to the balance, to pay it over to the said.	
	party of the first part, his . heirs or assigns, and	
	in case of advertisement under the above power but no sale, one-half of the above commission	
	shall be allowed and paid by the mortgagor representatives, heirs or assigns.	
	And the said party of the first part	
	further covenants to	
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
	company or companies acceptable to the mortgagee or its successors or	
,	assigns, the improvements on the hereby mortgaged land to the amount of at least	
	Fifteen Hundred (\$1,500,00) Dollars,	
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
	to inure to the benefit of the mortgagee ,its successors or assigns, to the extent	1
	of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
	Hitness, the hand and seal of said mortgagor	
	Attest:	
	Argele M. Mc Clur William R. Shank. [SEAL] William R. Shank	
Ī	State of Maryland,	
	Allegany County, to-wit:	
	I hereby certify, That on this 10 4 day of September	
	in the year Nineteen Hundred and Fifty-four, before me, the subscriber,	
	a Notary Public of the State of Maryland, in and for said County, personally appeared	
	WILLIAM R. SHANK (single)	
	and acknowledged the aforegoing mortgage to be his	
	act and deed; and at the same time before me also personally appeared	
	JOHN H. MOSNER, Gashier of Vice President of	
	the within named mortgagee and made oath in due form of law, that the consideration in said	.
	mortgage is true and bona fide as therein set forth.	
		1"
	. WITNESS my hand and Notarial Seal the day and year aforesaid.	1
	Chare Shay Notary Public.	1

FILED AND RECORDED SEPTEMBER 10" 1954 at 1:10 P.M. purchase money

This Mortgage, Made this 974 day of severages

in the

year Nineteen Hurdred and fifty -four by and between

Eugene J. Pannone and Frances M. Pannone, his wife,

of Allegany County, in the State of Maryland, part1es of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Fifty-five Hundred & 00/100 - - - (\$5500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of \$\frac{41}{2}\$ per cent. per annum, in the manner following:

By the payment of Thirty-four & 80/100 - - (\$3k.80) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Maryland Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 6, of Section D, on the plat of the Gross and Tanzer property, which said plat is recorded in Liber No. 10b, folio 7b6, of the Land Records of said County and State, and particularly described as follows, to-wit:

Beginning for the same on the easterly side of Maryland Avenue at the end of the second line of Lot No. 5 of Section D in said addition, and running then with the easterly side of Maryland Avenue, South 39-2/3 degrees West 25 feet; then at right angles to said avenue, South 50-1/3 degrees East 100 feet to a 15 foot alley; then with said alley, North 39-2/3 degrees East 25 feet to the end of the third line of said Lot No. 5, Section D and then reversing said third line, North 50-1/3 degrees West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Veronica L. Davis et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

Bnd it is Barccd that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five Hundred & 00/100 - - - (\$5500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

LIBER 307 PAGE 151

waste, Impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager & to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager & to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fereclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be enumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest:

| Control | Control | SEAL |
| Frances M. Pannone | SEAL |
| SEAL |
| SEAL |

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 978 day of SEPTEAMICE in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Eugene J. Pannone and Frances M. Pannone, his wife.

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made onth in due form of the will be the same time to be their act agent for the within named mortgagee and made onth in due form of the same time to be their act agent for the within named mortgagee and made onth in due form of the same time to be their act agent for the within named mortgagee and made on the same time to be their act agent for the within named mortgagee and made on the same time to be their act agent for the within named mortgage.

agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

THIS MORTGAGE, Made this 10th day of September, 1954, by and between Dorothy A. Orndorff and Carl Orndorff, her husband, of Allegany County, Maryland of the first part, hereinafter called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Dorothy A. Orndorff and Carl Orndorff, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, payable one year after date with interest from date at the rate of Six per centum (6%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dorothy A. Orndorff and Carl Orndorff, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that part of tract or parcel of land known as the Marshall Wolford Farm, lying and being situated on the South side of the National Highway formerly called Baltimore and Ohio Turnpike, at the foot and on the East side of Martin's Mountain, about two and one-half miles Westwardly from the Village of Flintstone, in Flintstone Election District No. 3 of Allegany County, State of Maryland, and particularly described by the following metes, bounds courses and distances, to-wit:

BEGINNING for the same at a locust tree bearing six notches, three notches on its North side and three notches on its East side, and witnessed by trees bearing three notches each, being and standing at the end of 19½ perches on the first line of the whole farm, from the beginning of the whole farm, to which reference is hereby made, and running thence with the remainder of said first line, South 36 degrees East 54½ perches to a hickory sapling bearing six notches, and standing on a point of rocks, thence with the second to thirty-eighth and part of the thirty-ninth lines of the







whole farm as follows, South 33 degrees West 26 perches to stake, witnessed by 3 sugar saplings bearing three notches each where a hickory with six notches formerly stood, South 8 degrees East 70 perches to a shell-bark hickory tree bearing twelve notches, South 9 degrees East old perches to ironwood tree bearing twelve notches still South 79 degrees East 11 perches to a black oak tree bearing twelve notches, South Ru degrees East 12-3/4 perches to a white oak tree bearing twelve notches, South 88 degrees East 11 perches to an old fence, thence with said fence, South 84 degrees East 171 rerches to a locust tree bearing twelve notches, South Pl degrees East 414 perches to a hickory tree bearing twelve notches, South 24' degrees East 29-3/4 perches to stone planted in fence corner, South %5 degrees East 35-3/4 perches to locust tree bearing twelve notches, South 84 degrees East 14 perches to stake, South 87 degrees East 15% perches to a stone planted North 29% degrees East 10 perches to a black walnut tree bearing twelve notches standing at the corner of the fence on top of the first ridge South from the barn, South 82 degrees East 221 perches and 4 links to stake, South 88 degrees East 10 perches to a hickory tree bearing twelve notches, North 87 degrees East 29 perches into the County road, thence down and with said road, North 48 degrees East $17\frac{1}{6}$ perches still with said road, North 241 degrees East 212 perches, then leaving said road and running down and with the Dickerson Hollow County Road, South 63 degrees East 12-3/4 perches, then leaving said Dickerson Hollow Road, North 381 degrees East 21-3/4 perches to stake, North 34 degrees East $11\frac{1}{5}$ perches, North $72\frac{1}{2}$ degrees West 3 perches to stake about 20 feet from large rock, it also being at the end of 671 perches on the 4th line of a tract of land called Cresaps Neglect; thence running with the lines as set forth in a deed from James Crawford and Elizabeth Crawford, his wife, to Samuel Wolford, bearing date of February 2, 1865, and recorded in Liber H. R. #22, folio 464, one of the Land Records of Allegany County, Maryland, thence running across said big rock, North 753 degrees West 35 perches to a division fence between said James Crawford and Amos Ash, thence with said fence, North 79 degrees West 7 perches West 14 perches, North 69 degrees West 29 perches, North 87 degrees West 12 perches, North 74 degrees West 8 perches, North 60 degrees West 5 perches, North 40 degrees West 67 perches and 5 feet, to the aforesaid mentioned Turnpike Road, at this present time generally known as the National Highway, thence up and with the South side of said road, the 8 following lines, South 76 degrees West 44 perches, North 63 degrees West 10 perches, North 21 degrees West 24 perches,

North 31 degrees West 30 perches, North 25 degrees West 20 perches, North 76 degrees West 6 perches, South 78 degrees West 34 perches, South 80 degrees West 44 perches, then leaving said road, and also leaving the original outside lines of said whole farm and running across said farm along the East side of Martin's Mountain the following lines, which were surveyed on March 9, 1929, as follows: South 1 degree East 9 perches to a white pine tree bearing six notches, thence South 45½ degrees West 5½ perches to the place of beginning, containing 286½ acres, more or less.

EXCEPTING, HOWEVER, from the above described tract or parcel of land, those two parcels of land which were conveyed unto Martin L. Johnson by Martin L. Johnson, Trustee and Bessie L. Johnson by deed dated March 10, 1939, and duly recorded among the Land Records of Allegany County. The two parcels so excepted contain in the aggregate 5.3 acres, more or less.

It being the same property which was conveyed by Martin L. Johnson, Trustee, and others unto Banner Shipley, unmarried and Ira O. Shipley and Dorothy A. Shipley, his wife, by deed dated March 10, 1939, and recorded in Liber No. 183, folio 383, one of the Land Records of Allegany County. The said Banner Shipley, unmarried, conveyed all his right, title and interest in and to said property unto Ira O. Shipley and Dorothy A. Shipley, his wife, by deed dated December 17, 1946, and recorded in Liber 212, folio 627 of said Land Records. The said Ira O. Shipley has since departed this life, thus vesting the complete title in and to said property unto his widow, Dorothy A. Shipley. The said Dorothy A. Shipley has since remarried and is now Dorothy A. Orndorff, the wife of Carl Orndorff.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under

this mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's oftion, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hindred (\$500,00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged projectly, as provided by Charter 301 of the Laws of Maryland passed at the January session in the year 1945 or any Amondments thereto.

and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereen, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of areceiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid the by Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs personal representatives or assigns.

and the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, and to cause the policy or policie issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

Dorothy a Ornloff (SEAL)

WITNESS:

Thomas L Keech

Garl Gurlf (SEAL)

STATE OF MARYLAND

ALLEGANY COUNTY

TO WIT:

I HEREBY CERTIFY, That on this Note day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Dorothy A. Orndorff and Carl Orndorff, her husband, and each ac-

knowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and he made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and a fixed my Notarial Seal the day and year above written.

FILED AND RECORDED SEPTEMBER 10 "1954 at 3:30 P.M.

This Mortgage, Made this

September in the year nineteen hundred and fifty-four by and between Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, of Allegany County, Maryland, and Betty Jane Davis and Benjamin L. Davis, her husband, of Hoanoke, Virginia, but temporarily sojourning in soxAllegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shail include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Davis and Benjamin L. Davis, her husband, stand indebted unto the said The Liberty Trust Company in the just and fuil sum of Thirty-One Hundred (\$3100.00) - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, शकि शिव September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Davis and Benjamin L. Davis, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in Flintstone, Allegany County, in the State of Maryland, known and described as follows:

BEGINNING at a point where the National Turnpike and Murley Branch Road intersects, and running thence, South $28\frac{1}{5}$ degrees West 122 feet, more or less, South $58\frac{1}{4}$ degrees East 85 feet, North $28\frac{1}{4}$ degrees East to the limits of the Turnpike Road, then with the limits of the Turnpike Road to the beginning.

It being the same property which was conveyed by Richard S. Bell and William H. Cole, Trustees, unto Laura M. Browning, by deed dated August 17, 1918, and recorded in Liber 125, folio 336, one of the Land Records of Allegany County. The said Laura M. Browning subsequently departed this life and by her Last Will and Testament which was probated on December 13, 1938, and recorded in Wills Liber S, page 214 in the Office of the Register of Wills for Allegany County, she devised said property unto her daughter, Leah B. Twigg, for the balance of her natural life and then to her children, all of whom are parties to this Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-One Hundred (\$3100.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

TT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to

apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-One Hundred (\$3100.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

1

James M. Horley

(SEAL)

Wirginia Lee Twigg (SEA)

Benjamin L. Davis (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10 thday of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Twigg and Benjamin L. Twigg, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley Notary Public FILED AND RECORDED SEPTEMBER 15" 1954 at 9:10 A.M.

September in the year nineteen hundred and

., by and between

Paul J. Shanski and Josephine M. Shanski, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine. as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Witnesseth:

Paul J. Shanski and Josephine M. Shanski, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of One Thousand (\$1,000.00) - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Bix (6%) per centum per annum, payable quarterly as it accrues. at the office of The Liberty Trust Company in Cumherland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Paul J. Shanski and Josephine M. Shanski, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that part of the lot of ground lying and being in the City of Cumberland, Allegany County, Maryland, known as part of Lot No. 38 in Snyder's Addition to Cumberland, described as follows:

BEGINNING for the said part at the end of the first line of the whole lot on the East side of Lena Street, and running thence with said Street and reversing said first line, South 19th degrees West 24 feet; then South 71th degrees East 6 feet to the Northwest corner of the dwelling house of the late George Aprel, deceased; and the North and part of the East wall thereof, South 71% degrees East 22% feet; South 18-3/4 degrees West 2 feet; then through the centre of the whole lot, South 65% degrees East 110% feet to Dry Run; then reversing the third and second line of said whole lot, North 25% degrees East 25 feet; North 65th degrees West 139 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Thomas I. Logsdon and wife, by deed dated the 15th day of August, 1944, and recorded in Liber No. 201, folio 152, one of the Land Records of Allegany County.

TOGETHER with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the sald mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the sald mortgagee, its successors or assigns, the aforesald sum of One Thousand (\$1,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantlme does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost

of any repair, alterations or improvments to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public llens levled on said property, and on the mortgage debt and Interest hereby Intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the sald The Liberty Trust Company, its successors and assigns, or George R. Hughes , lts, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By glving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - - - Dollars, and to cause the poilcy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and blnd the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of sald mortgagor.

ATTEST:

Paul J. Shanski

Thomas LKeech

Josephine M. Shanski (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of

September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Paul J. Shanski and Josephine M. Shanski, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

dld further, in like manner, make oath that he is the President, and agent or attorney for said.

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

Broading Public

FILED AND RECORDED SEPTEMBER 14" 1954 at 9:15 n.M.

This Mortgage, Made this 10th day of September
in the year Nineteen Hundred and Fifty-four, by and between

Robert J. Snyder and Mary C. Snyder, his wife,

of Allegany County, in the State of Maryland
part 168 of the first part, and

the Second National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$6300.00 with interest at the rate of \$\frac{\pi_2}{2}\$ per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$\frac{\pi_2}{2}\$ 8.20 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00 whichever is less.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert J. Snyder and Mary C. Snyder, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second Mational Bank of Cumberland, its successors where and assigns, the following property, to-wit:

All that lot or parcel of ground on the westerly side of Massachusetts Avenue in Mapleside Addition to Cumberland, in Cumberland, Allegany County, Maryland, known as part of Lot No. 210 in Mapleside Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 30 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Massachusetts Avenue at the end of the first line of the deed from Nora Hewitt, et vir, to Robert 3. Shanholtz dated November 13, 1919, which is recorded in Liber 130, folio 492, one of the Land Records of Allegany County, Maryland, and running then with the second line of said deed, being also with the second line of said whole lot, North 79 degrees 50 minutes West 100 feet to a 15 foot alley, then with said alley North 10 degrees 10 minutes East 38 feet, then South 79 degrees 50 minutes East 100 feet to Massachusetts Avenue at the end of twelve feet on the first line of said whole Lot No. 210, and then with Massachusetts Avenue South 10 degrees 10 minutes Nest 38 feet to the place of beginning.

Reing the same property which was conveyed unto the parties of the first part by deed of Frenis W. Hoffman and Mabel V. Hoffman, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert J. Snyder and Mary C. Snyder, his
wife, their, heirs, executors, administrators or assigns, do and shall pay to the said
Second National Bank of Cumberland, its successors
EXECUTIVE X XXION INDICATOR or assigns, the aforesaid sum of
Sixty-three Hundred & 00/100 (\$6300.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Robert J. Snyder and Mary C. Snyder, his wife,

ı

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Sobert J. Snyder and
Mary C. Snyder, his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
torest thereon in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said
Second National Bank of Cumberland, its successors
heiramoroutomandoinistonium and assigns, or Harry I. Stagmater
his her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said Bobert J. Snyder and
Vary C. Snyder, his wife. their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors their representatives, heirs or assigns.
And the said Bobert J. Snyder and Mary C. Snyder, his wife,
further covenant to
nsure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or 1ts
assigns, the improvements on the hereby mortgaged land to the amount of at least
Sixty-three Hundred & 00/100 (\$6300.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , 11s successors twick or assigns, to the extent
oftheir lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagec may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
and collect the premiums thereon with interest as part of the mortgage deor.
Illitness, the hand and seal of said mortgagors .
Attest:
a n m c/ (Solent & of - when ISFALL
Robert J Snyder
(SEAL)
Angele A me Clare Gobert J Snyder [SEAL] Angele A me Clare Mary C. Snyder [SEAL]
State of Maryland,
Allegany County, to-wit:
I herely certify, That on this 10th day of September
in the year nineteen Hundred and Fifty-four, before me, the subscribe
a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert J. Snyder and Mary C. Snyder, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M.
Naugnton, President of the Second National Bank of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in sai

mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

mobil a Schark William Notary Public.

FILED AND RECORDED SEPTEMBER 14" 1954 at 9:55 A.M.

This Hortgage, Made this day of September
in the year Nineteen Hundred and Fifty-four, by and between

Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced,

of Allegany County, in the State of Maryland part 1es of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Mow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Roy Burt Whitson and Crystal Mae

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-

LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-

FIRST: All that certain piece or parcel of ground, situated, lying and being on the Northeasterly side of Columbia Street, in the lity of Cumberland, Allegany County, Maryland, being a part of the S. E. W. Butler Estate property, and more particularly described as

BEGINNING for the same at a chiseled mark on the stone coping of follows: a wall that bounds the Northeasterly side of Columbia Street, said mark being distant North 29 degrees 36 minutes West 38.86 feet from the angle in said wall (on the Street line of the Hartsock property), and running thence with said coping North 29 degrees 36 minutes West 33.2 feet to a chiseled mark on said coping, thence North 34 degrees 14 minutes East 103.5 feet to a stake on the Southwesterly line of an 18 foot alley, thence with said alley line South 54 degrees 25 minutes East 31 feet to a stake in line with the center partition wall of a

double house on property being described, and thence south 34 degrees 47 minutes West 116.29 feet with said line through the center of said partition wall, and continuing beyond to the Northeasterly line of Columbia Street and the beginning.

IT BKING the same property which was conveyed unto the said Roy Burt Whitson and Crystal Mae Whitson, his wife, (as Roy B. Whitson and Crystal M. Whitson, his wife), and to R. Margaret Hamilton, by Robert G. Klingler and Mary M. Klingler, his wife, by dotted the day of 1954, and to be day of by deed dated the recorded among the Land Records of Allegany County, Maryland.

SECOND: All that lot, piece or parcel of land situated, lying and being on the Westerly side of City View Terrace, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 64 in the Holzshu Addition to Cumberland, which said property is more particularly described as follows:

BEGINNING for the same at a point on the Westerly side of City View Terrace and at the intersection of the West side of City View Terrace with the Northerly side of a 6 foot alley or pathway, and running thence with said side of said alley or pathway, North 82 degrees 15 minutes West 67.42 feet to a 12 foot alley, thence with said 12 foot alley North 1 degree West 30.35 feet to the division line between Lots Nos. 64 and 65 in said Addition, and with said division line South 82 degrees 15 minutes East 72.05 feet to the West side of City View Terrace, and with it South 7 degrees 45 minutes West 30 feet to the place of beginning.

IT BEING the same property which was conveyed or was intended to be conveyed to Roy Burt Whitson and Crystal Mae Whitson, his wife, by George A. Bowman and Mary Bowman, his wife, by deed dated October 10, 1923, and recorded in Liber 144, folio 662 among the Land Records of Allegany County, Maryland, in which said deed this property was erroneously described as Lot No. 63 and which said property has been in the continued, uninterrupted adverse possession of Roy Burt Whitson and Crystal Mae Whitson, his wife, under claim of paper title from 1923 down to the present time.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Roy Burt Whitson and Crystal Mae Whitson, nis wife, and R. Margaret Hamilton, divorsed, heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventy-Five Hundred----- Dollars __) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Roy Burt

Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said Roy Burt Whitson and Crystal Mae Whitson,

his wife, and R. Margaret Hamilton, divorced,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable. and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said Roy Burt Whitson and R. Margaret Hamilton, divorced, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission
ı	shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.
ı	And the said Roy Burt Whitson and Crystal Mae Whitson, his wife,
	and R. Margaret Hamilton, divorced, further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
	Seventy-Five Hundred Dollars,
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the
	mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
	Witness, the hand and seabof said mortgagors
	Attest:
	11 10
	Ethel McCarty Roy Burt Whitson [SEAL]
	Caystal Mae Whitson [SEAL]
	K. Margaret Hamelton (SEAL)
_	R. Margaret Hamilton
	State of Maryland,
	Allegany County, to-wit:
	I hereby certify. That on this //th day of September
	in the year nineteen Hundred and Fifty-four , before me, the subscriber,
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced,
	and they acknowledged the aforegoing mortgage to be their respective
	act and deed; and at the same time before me also personally appeared
	Marcus A. Maughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.
	the within named mortgagee, and made oath in due form of law, that the consideration in said
)	mortgage is true and bona fide as therein set forth, and the said
	Marcus A. Naughton further made oath in due form of law that he is
	the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber- land Maryland and duly authorized to make this affidavit.
c	A AWITMESS my hand and Notarial Seal the day and year aforesaid.
u	200(3)
-	Ethel Malant
-40	

LIBER 307 PAGE 168

FILED AND RECORDED SEPTEMBER 14"1954 at 10:20 A.M.

This Harigage, made this Ninth---- day of September----, in the year Nineteen Hundred and fifty four, by and between Daphne Brann and Naomi Brann,

of Westernport, Allegany County, State of maryland



expression shall include their--- heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor 8, dated the 9th. day of September----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 60.00 each month. The said monthly payments to be applied first, to the payment of actived interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 9 th. __day of September _____, 19 64, notwithstanding any provision in this mortgage for mouthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgages , its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

Those two certain parcels of land situated in the town of Westernport, Allegany County, Maryland, known and designated as lots numbers
sixty nine and seventy in Forrison's Third Addition to the town of Westernport, Allegany County, Maryland. Each of said lots fronting fifty feet
on Wood Street and extending back 113 feet to Hill Alley. Being the same
two lots of ground which were conveyed unto the parties of the first part
herein as joint tenants with the right of survivorship, by deed from H. P.
whitworth, Jr. and Clarence Lippel, Trusteees, dated September 25, 1951
and duly recorded among the land records of Allegany County, maryland. To
which deed so recorded a reference is hereby made for a more definite and
particular description of the property hereby mortgaged
Recorded in Liber Fc. 235 Folio 403.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on thei part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor's may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor's hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized

to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for each after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, beryland, if not then sold, sald property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall he applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor B. In case of advertisement under the above power, but no sale, all expenses and ove-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor B to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least fifty-four dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due,

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

La Mine Brann (SEAL)

Hand Hand Hand Hand (SEAL)

Yaomi Brann.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 9th day of September----, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Daphne Brann and Naomi Brann-----

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their voluntery act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth,

President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the <u>President</u> of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Cichard Nuchita Public O



FILED AND RECORDED SEPTEMBER 14"1954 at 10:20 A.M.

Uhis Morigage, made this MINTH---- day of September----, in the year Ninetcen Hundred and fifty four, by and between John R. Bryan and Emma Bryan,

husband and wife, of Luke, Allegany County, Maryland .----

expression shall include their--- heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of thirty one hundred and twenty five Dollars (\$3125.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the ninth day of September-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thercon, the sum of at least \$35.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 9th. day of September 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgages, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground in the town of Luke, Allegany County, Laryland, being a part of lot No. 199, situated on the East side of Pratt Street, improved by dwelling house No. 408, and being the same property which was conveyed unto the parties of the first part herein by deed from The west Virginia Pulp and Faper Company, dated August, 17, 1950, and which deed is **** recorded among the land records of Allegany County, karyland as of September 22, 1950, and to which deed, so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagon shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on theirpart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, haryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least thirty one

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this ninth day of September----, in the year 1954, before me, the subscriber, a Notary Public-----of the State of Maryland, in and for said County, personally appeared, John R. Bryan and Dame Bryan, his wife

the within named Mortgagors, and aeknowledged the foregoing mortgage to be their
aet and deed. And at the same time, before me, also personally appeared Lorace P. Thitworth

The President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona

fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

Richard Wwh

WITNESS my hand and Notarial Seal the day and year last above written.

agle of mo teray, -7 F

FILED AND RECORDED SEPTEMBER 14" 1954 at 10:45 A.M.

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, releases a Mortgage made by James Harrison Frankhouser and Elva V. Frankhouser, his wife, in favor of The National Bank of Keyser, West Virginia, dated the 8th day of September, 1948 and recorded in Liber J.E.B. 216 Folio 186, Mortgage, one of the Records of Allegany County, Maryland, INSOFAR only as said Mortgage is a lien on the

following described real estate, to-wit:

SECTION AND IN

All that certain tract or parcel of land lying on the west side of the McMullen Highway (U.S.Route No. 220) one mile northward from the village of McCoole, in Election District No. 31, Allegany County, Maryland and described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake, located N. 60 deg. 10' E. 700 feet from a concrete marker, the last corner of a tract conveyed to Frank Dominic and wife by deed dated February 10,1947, and of record in Liber No. 214, Folio 559, and running thence from said iron stake (which is located 12 feet from said road line) N. 29 deg. 59' West 250 feet to another iron stake; thence N. 60 deg. 10' E. 50 feet to another iron stake; thence S. 29 deg. 59' E. 250 feet to an iron stake 12 feet short of the west boundary line of said highway, thence running parallel to said road line and 12 feet westward therefrom S. 60 deg. 10' West 50 feet to the place of the BEGINNING, containing 12500 sq.ft by calculation (0.287 acres).

Also a 12 foot strip or driveway lying between the above described property and Route 220, also known as McMullen Highway, but excepting and reserving unto the said grantors, their heirs and assigns, full and free right and liberty at all times hereafter, in common with all other persons who may hereafter have the like right and in common with other persons who may own and occupy lots formerly a part of the property of said owners and fronting on said U.S.Route 220, to use said twelve foot strip at all times and for all purposes connected with the use and occupancy of said grantors other lands.

The above conveyed by James H.Frankhouser and wife to

Axle G. Marteney and Clara A. Marteney, by deed dated the 11th day of August, 1954.

But it is expressly understood that said Mortgage executed in favor of said, The National Bank of Keyser, West Virginia, on the 8th day of September, 1948 and recorded in Liber J.E.B. 216, Folio 186, Mortgage, one of the Records of Allegany County, Maryland shall in all other respects be in full force and effect. It being understood that this release shall apply only to the land heroin described, but to no other mentioned in said Mortgage.

IN WITNESS WHEREOF, the said The National Bank of Keyser has caused the foregoing release to be signed by its President and has caused its Corporate seal to be hereto affixed this the 12th day of August, 1954.

THE NATIONAL BANK OF KEYSER, W. VA. a corporation.

P.J. Davis, its President.

State of West Virginia,

I Jan J. Pife

a Notary Public

in and for said County and State do certify that P.J.Davis, President who signed the writing above for The National Bank of Meyser, West Virginia, a corporation, bearing date the 12th day of August, 1954 has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and Notarial Seal this the 12th day of August.1954.

My commission expires upil 15, 1963

014

Je Louis Jubic

FILED AND RECORDED SEPTEMBER 14" 1954 at 11:20 A.M.

Chis	Mortgage,	Made this OTH	_day of_	SEPTEMBER	in the
		CHOS CARCOLINATOR CONTRACTOR			

year Nineteen Hundred and Forty Fifty-four by and between

Quantin L. Griffey and Hazel R. Griffey, his wife,

partles of the first part, hereinafter called mortgagor s , and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

By the payment of Fifty-eight & 52/100 - - - (\$58.52) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

LIBER 307 PAGE 174

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor and give, grant bargain and seil, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel:

4

All that lot or parcel of ground situated on a 20 foot street now known as Front Street in the Village of Ellerslie, Allerany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the corner of the lot owned and occupied by James Buchanan (in 1895) and running then along a twenty foot street, now known as Front Street, South 78 degrees West 50 feet to the corner of the lot owned by W. H. Riley (in 1895) and running then with the line of said Riley lot, 179 feet to a post, then North 78 degrees East 50 feet to the corner of said Buchanan lot, then with the line of said Buchanan lot, then with the

Being the same property conveyed by Ralph E. Devore and Agnes Devore, his wife, by deed dated the 6th day of December, 1946, which is recorded among the Hand Records of Allegany County, Maryland, in Liber No. 212, folio 518.

Second Parcel: All that lot, piece or parcel of land situated on the northerly side of Front Street in the Town of Ellerslie, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake on the northerty side of Front Street at the beginning of the first line of the land conveyed by deed dated May 21, 1928, by Hannan A. Henderson to Irvin S. Lowery, and recorded in Deed Liber No. 147, folio 147, Land Records of Allegany County, Maryland, then with the northerly side of Front Street and with said first line South 84 degrees 40 minutes West 35 feet to a stake at a fence post, then North 8 degrees 0.5 minutes West 130 feet with a division fence to a stake, then North 84 degrees 40 minutes East 35 feet, then South 8 degrees 0.5 minutes East 130 feet to the place of beginning, as surveyed by Carl A. Lowe, Civil Engineer, on March 29, 1946.

Being the same property which was conveyed by Elmer V. Stuby and Jewel D. Stuby, his wife, to Quentin L. Griffey and Hazel R. Griffey, his wife, by deed dated the 25th day of February, 1950, which is recorded among the Land Pecords of Ailegany County, Maryland, in Liber No. 228, folio 144.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain aii bulldings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shaii be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made aii needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shail be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

On have and in hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager so theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such saie to apply first, to the payment of all expenses incident saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance.

have then matured or not; and as to the balance, to pay it over to the said mortgagor so their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor so their representatives, heirs or assigns.

And the said mortgagor, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-four Hundred & 00/100 - (\$7400.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselvas and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor at to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor at to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor s , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors , their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediatly become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors,

Attest:

1 . 00

(SEAL)

State of Maryland,
Allegany County, to-mit:

Jherehy rertify, That on this 10 m day of Secremental in the year nineteen hundred and footx Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Quentin L. Griffey and Hezel E. Griffey, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be and deed; and at the same time before me also personally appeared Gaorga W. Lenga, Attorney and agent for the within named mortgagee and made oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Notary Public

Notary Public

FILED AND RECORDED SEPTEMBER 14" 1954 at 11:30 A.M.

PURCHASE MONEY This Martgage, Made this 10711 day of SECTEMENT in the year Nineteen Hundred and fifty -four by and between
Francis Joseph Hess and Beulah O. Hess, his wife,
of Allegany County, in the State of Maryland, partles of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
. WITNESSETH:

Dabereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-two Hundred & 00/100 - - - - (\$7200.00)- - - - Dollars

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of hereof, at the ra

By the payment of **Forty-five** & 55/100 - - (\$\frac{1}{2}5.55) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the south-westerly side of the Uhl Highway, about 11 miles from the City of Cumberland, in Election District No. 2, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the end of the fourth line of a certain deed from Ira F. Lewis et ux, to Gerald R. Lewis et ux, dated March 23, 1953, and recorded in Liber 248, folio 452, among the Land Records of Allegany County, and running then with said fourth line reversed and extended South 31 degrees West 188.75 feet to the end of the third line of a certain deed from Ira P. Lewis et ux, to Paul C. Lamp et ux, dated October 12, 1953, and recorded in Liber 254, folio 33, among the aforesaid Land Records; then reversing the third and second lines of said last mentioned deed North 40 3/4 degrees West 406 feet to a steel stake, then North 31 degrees East 63 feet to a black oak tree standing on the southerly side of the Uhl Highway, and running then with the coutherly side of said Uhl Highway South 59 degrees East 385.75 feet to the place of beginning,

Including all of the rights, easemente and privileges, and

subject to the conditions, covenants and agreemente concerning the construction, maintenance and repair of a certain water pipe line and the use of water from "Seven Springs Run", expresely reversed and excepted in a certain deed from Ira P. Lewis and Bernice M. Lewis, hie wife, to Paul C. Lamp, et ux, dated October 12, 1953, and recorded in Liber 254, folio 33, to which said deed epecific reference is hereby made for a more particular recital of said righte, easemente, privileges, conditions, covenants and agreements.

Being the same property which was conveyed whto the parties of the first part by deed of Ira P. Lewis and Bernice M. Lewis, his wife, of even date, which is intended to be recerded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Hnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Saventy-two Hundred & 00/100 - - (\$7200.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way, from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest bereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

mittess, the hand and seal of said mortgagors.

Attest:	2 , 11
9 44	Francis Loseph Hose SER
flood of Jana	Boulah O. Hess [SEA

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10 TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis Joseph Hess and Beulah O. Hess, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED SEPTEMBER 14" 1954 at 11:20 A.M.

year Nineteen Hundred and fifty - I 9 kr by and between by and between
Tamas & Nmith and Maria I. Mmith his wife
James A. Smith and Marie L. Smith, his wife,
of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:







Twelve Thousand Three Hundred & 00/100 - - (\$12,300.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent per annum, in the manner following:

By the payment of \$150.00 per month until 5 years from the date of

by the payment of \$150.00 per month until 5 years from the date these presents and thereafter \$100.00 per month.

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights in Cumberland, Allegany County, Maryland, known as Lets Nos. 3, 4, 5, 6, 7 and 8 of Block No. 33 as shown on a revised plat of Johnson Heights Addition, dated April, 1936 and recorded on May 28, 1936, among the Land Records of Allegany County, Maryland, in Plat Liber 1, folio b2, and the property hereby conveyed being described as follows, to wit:

Beginning at a point on the southerly side of Penhurst

Street where the line dividing Lets Nes. 2 and 3, Block No. 33 intersects the same, and running then along the southerly side of the said

Penhurst Street North 88 degrees 10 minutes East 210 feet to the

line dividing Lets Nes. 8 and 9, Block No. 33, then along said

dividing line at right angles to said street South 1 degree 50 minutes

East 125 feet to an elley, then along said alley South 88 degrees 10

minutes West 210 feet to the aferesaid line dividing Lets Nes. 2 and

3, and then with it North 1 degree 50 minutes West 125 feet to the

place of beginning. All courses refer to true North.

Being the same property which was conveyed unto the parties of the first part by three deeds, the first from Pearl Green and William

L. Fileon, Jr., Attorney in Fact, dated April 24, 1953, recorded in Liber No. 249, felie 304 Allegany County Land Records, the second from Robert A. Myere and Nellie K. Myere, hie wife, dated April 27, 1953, recorded in Liber No. 249, felio 306 Allegany County Land Records, and the third from Charles L. Wateen and Alyce R. Wateen, hie wife, dated April 27,/recorded in Liber No. 249, folio 308 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Tvalva Thousand Three Hungrad & 00/100 - (\$12,300.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do mortgage on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately nature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any persons, persons, partnership or corporation—, other than the mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgaged property so default in the payment of any monthly installments, as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall bec

Hitness, the hand and seal of said mortgagors.

15		
1		
-1/2	0 11	
92	11	

Ames. (Smitt [SEAL]

[SEAL]

Marie L. Smith

wiaie of maryland,

Attest .

Allegany County, to-wit:

I hereby certify, That on this 10 TH day of SEPTEMBER

in the year nineteen Hundred and Fifty - four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James A. Smith and Marie L. Smith, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

INDSS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

purchase money

This Marigage, Made this 107M day of SEPTEMBER 14" 1954 at 11:30 A.M.

purchase money

This Marigage, Made this 107M day of SEPTEMBER in the year Nineteen Hundred and fifty-four by and between

Long A. Allison, widow,

of Allegany County, in the State of Maryland, part y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Sixty-seven Hundred Fifty & 00/100 - - - (\$6750.00) - - - Dollars, which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Forty-two & 73/100 - - - (\$13.73) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sam and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land, situate, lying and being on the northerly side of Shawnee Avenue, in the City of Cumberland, Allegany County, Maryland, being a part of Lots Nos. 4 and 5, of Section H, in the Cumberland Improvement Company's Northern Addition to Cumberland, a plat of which said addition is recorded in Liber 85, folio 339 one of the Land Records of Allegany County, Maryland, and which lot hereby conveyed is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Shawnee Avenue distant 160 feet measured in a westerly direction along the northerly side of said Shawnee Avenue from its intersection with the westerly side of Holland Street, and running then with the northerly side of said Shawnee Avenue, North 68 degrees 45 minutes West 45 feet; then at right angles to said Shawnee Avenue, North 21 degrees 15 minutes East 90 feet, then South 68 degrees 45 minutes East 45 feet, and then South 21 degrees 15 minutes West 90 feet to the northerly side of said Shawnee Avenue at the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of George F. Reissig and Mary U. Reissig, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant g to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant 8 generally to, and covenant8 with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that **SNO** will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thercafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-seven Hundred Fifty & 00/100 - - (\$6750.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do 6 hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

al representatives, do \$6 hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to fercelose this mortgage, and apply for the appointment of a receiver, as hereimfler provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entified (without regard to the adequate of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgageors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgageor's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (

Witness, the hand and seal of said mortgagors

Attest://		
	+	
flowed Jana	Some	a del
J. Garage	Lona A.	Allison

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 10 TN day of SENTENDER

in the year nineteen Hundred and Fifty_four______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lona A. Allison, widow,

the said mortgagers herein and <u>she</u> acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

by hand and Notarial Seal the day and year aforesaid.

Notary Public.

[SEAL]

Compared will Milled Democrete (*)

UBER 307 PAGE 186

FILED AND RECORDED SEPTEMBER 14" 1954 at 1:05 P.M.

FURTHAS . I CNEY

The Horigage, made this thirteenth day of September., in the year Nineteen Hundred and fifty four, by and between William Watkinson and his wife, Alice G. Watkinson, of Westernport, Allegany County, maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor 8, dated the 13th day of September , 19 54, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland. The proceeds thereof

to be applied on the purchase price of the hereby mortgaged lands.

AND WHEREAS, it is agreed that the Mortgagor a shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 50.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3th. day of September . 1964, notwithstanding any provision in this mortgage for mouthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagors, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor's do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain real estate situated in the town of Westernyort, Maryland, in Allegany County thereof, and particularly described
est part of lot No. 163 and part of lot No. 164 in Hammond's Addition to
Westernport, and beginning at a point on the West side of Vine Street
distant ten feet from the end of the first line of Lot No. 162, and running thence north 33 degrees East 50 feet into Lot No. 164; thence running
North 57 degrees West 128 feet and nine inches; thence South 33 degrees
West 50 feet; thence South 57 degrees East 128 feet and nine inches to
the beginning. Being the same property which was conveyed unto the said
parties of the first part herein by deed from Edward F. Welsh et al, dated
September, 1, 1954, which deed is to be recorded among the lend records of
Allegany County, Maryland at the same time as the recording of this purchase

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s- shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or nny renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on the part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesald property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon,

in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly coastituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for eash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, "aryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgages, the improvements on the hereby mortgaged land to an amount of at least lorty five hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due,

WITNESS the hand and seal of said Mortgagors

Attest:	
Home y Whitworth Jr.	* Hilliam & HathingEAL)
	######################################
ic	x alice G. Watkinson (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 13th day of September—, in the year 1954, before me, the subscriber, a Notary Public——of the State of Maryland, in and for sald County, personally appeared, Filliam Watkinson and Alice C. Watkinson, busband and wife————the within named Mortgagor B, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horaca P. Whitworth, the — President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in sald mortgage is true and bona fide as therein set forth and that he is the President — of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Pachandellewholian Pulli

FILED AND RECORDED SEPTEMBER 14"1954 at 1:10 P.M. PURCHASE MONEY SECOND This Mortnage, Made this Thirteenth-day of September---in the year Nineteen Hundred and Fifty FOUR William Watkinson and Alice G. Watkinson, his wife, ----part ies of the first part, and Edward F. Welsh and Elizabeth Ann McIntyre and Harry T. McIntyre, her husband, ----County, in the State of Maryland --part ies of the second part, WITNESSETH: Wilherens, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), as evidenced by the Promissory Note of the said parties of the first part herein dated of even date herewith made payable forty two month after date unto the order of the said parties of the second part in the sum of EIGHTEEN HUNDRED DOLLARS (\$1,800.00) with interest at the rate of Six Percent Per Annum, and WHEREAS, it is agreed and understood that the said parties of the first part execute this mortgage as security for the aforesaid note, and further agree to pay the aforesaid interest on said mote each month until the principal of said note becomes due, and WHEREAS, the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage. -WHEREAS, this mortgage is to be subject to the Mortgage of the said parties of the first part upon the same property given unto the Citizen's National Bank of Westernport, Maryland, dated of even date herewith. -How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do ------ give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their ---heirs and assigns, the following property, to-wit: All that certain real estate situated in the Town of Westernport, in Allegany County, Maryland, known as part of Lot Number One Hundred Sixty Three (163) and part of Lot Number One Hundred Sixty Four (164) in Hammond's Addition to Westernport, and beginning for the same at a point on the West side of Vine Street distant ten feet from the end of the first limecof Lot No. 162, and running thence North 33 degrees East 50 feet into Lot No. 164; thence running North 57 degrees West 128 feet and mime inches; themce South 33 degrees West 50 feet; thence South 57 degrees East 128 feet and mine inches to the beginning. Being the same property as conveyed unto the said parties of the first part herein by deed from Edward F. Welsh et al., dated September 1, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage. -

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Drovided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executor , administrator or assigns, the aforesaid sum of EIGHTEEN HUNDRED DOLLARS
(\$1,800.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on theirpart to be
performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said
71
parties of the first part, their heirs and assigns,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said parties of the
second part, their
heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. ———————————————————————————————————
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said parties of the first part,
their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part
further covenant to
company or companies acceptable to the mortgagee or their
assigns, the improvements on the hereby mortgaged land to the amount of at least
SEVENTY FIVE HUNDRED & .00/100
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
oftheir lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Milities, the hand and seal of said mortenens

Horace P. Wh	hitworth Jr. **William J. Muthinson [SEAL] **Alice C. Watkinson [SEAL]	
- 10 L	Alice C. Watkinson	
State of M	taryland,	
Allegany C	Lounty, to-wit:	
I here	ely rertify. That on this Thirteenth day of September -	
in the year nine	etcen Hundred and Fifty Four before me, the subscriber	·.
a Notary Public	e of the State of Maryland, in and for said County, personally appeared	
William Watk	kinson and Alice G. Watkinson, his wife,	
and have	acknowledged the aforegoing mortgage to be their voluntary	
act and deed; an	nd at the same time before me also personally appeared	-
Edward F. We	elsh and Elizabeth Ann McIntyre and Harry T. McIntyre, her husband	,
the within named	d mortgagee, and made oath in due form of law, that the consideration in said	i
mortgage is true	and bona fide as therein set for forth.	214.
WITNESS r	my hand and Notarial Seal the day and year aforesaid.	3
		0
	Pichard Stuhetworth	1
	Notaria Dalilla	1.041
	Notary Public.	est our
	Notary Public.	
	Notary Public.	
	Notary Public.	
Compared and M. To make 7	Notary Public.	
To morge 7.	Notary Public.	
To morgan of	LED AND RECURDED SEPTEMBER 14" 1954 at 3:00 P.M.	
This Alon	Notary Public. Notary Public. LED AND RECORDED SEPTEMBER 14" 1954 at 3:00 P.M. Tinane, Made this 10 th day of September	
To Inga for This Along in the year Ninetee	Notary Public. Notary Public. LED AND RECORDED SEPTEMBER 14" 1954 at 3:00 P.M. TIRRIP, Made this 10 th day of September een Hundred and fifty-four, by and between	LOS DE CONTROL DE CONT
To Inga for This Along in the year Ninetee	Notary Public. Notary Public. LED AND RECORDED SEPTEMBER 14" 1954 at 3:00 P.M. Tinane, Made this 10 th day of September	CONTRACTOR OF THE PARTY OF THE
To Inga for This Along in the year Ninetee	Notary Public. Notary Public. LED AND RECORDED SEPTEMBER 14" 1954 at 3:00 P.M. TIRRIP, Made this 10 th day of September een Hundred and fifty-four, by and between	200 2

America, with its principal office in

mk Frostburg, Allegany County, in the State of Maryland

party _____ of the second part, WITNESSETH:

Mhrras, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE----00/100 DOLLARS (\$2,765.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Cede of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part dohereby give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part. Its successors and assigns, the following property, to-wit:

FIRST PARCEL

ALL that lot or parcel of ground lying and being in Allegany County, and the State of Maryland, situated near Borden Yard between the Cumberland and Pennsylvania Railroad tracks and the County Road leading from Frostburg to Mount Savage, known as Lot No. Four of the Crump's Lots near Borden Yard, a plat of which is recorded among the Land Records of Allegany County, Maryland, and described as follows:

BEGINNING for the lot now intended to be conveyed at the end of the first line of Lot No. 3 of the said Lots, and running South fifty-three degrees West one hundred and fifty feet, North thirty-seven degrees West ninety-five and one-half feet to the said County Road, and with it North fifty-nine degrees and twenty minutes East one hundred and fifty-one feet to the end of the second line and beginning of the third line of Lot No. 3, and with the said line reversed South thirty-seven degrees East seventy-eight and one-half feet to the beginning.

IT being the same property which was conveyed to the parties of the first part herein by Harvey W. Deal and Annie Deal, his wife, by deed dated the 14th day of June, 1941, and recorded in Liber No. 190, folio 281, of the Land Records of Allegany County, Maryland.

SECOND PARCEL

One - 1951 Plymouth Cranbook four-door Sedan - Serial No. 12697091

Conether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE and 00/100 DOLLARS (\$2,765.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part 108 of the first part may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 102 of the first part hereby covenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesald, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part J of the second part. 1ts successors keek executors and abstract assigns, or

COBEY, CARSCADEN and GILCHRIST _ its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 108 of the first part. their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the sald parties.__of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1th assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE 00/100 Dollars. and to cause the policy or policles Issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of ______ta or their _____ lien or claim hereunder, and to place such policy or policies forthwith In possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Tittess, the hands and seals of said mortgagors.

Witness: (as to Bath) Cath on Toda Charles Elwood Bengson!

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 10 th day of September ___, before me, the subscriber in the year nineteen hundred and fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared - - CHARLES ELWOOD BEAN and EVELYN MAY BEAN, his wife - - - - and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared. F. EARL KREITZBURG Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortsage is true and bona fide as therein set forth, and further made oath that he

LIBER 307 PAGE 193

the cashier of said Bank and duly authorized by it to make this

WIENES my hand and Notarial Seal the day and year aforesaid.

Cutto m. Jodd.

FILED AND RECORDED SEPTEMBER 14" 1954 at 2:15 P.M.

This Murigage, Made this seventh day of September, , by and between in the year Nineteen Hundred and Fifty -four

THOMAS A. HARVEY and PREBBIE M. HARVEY, his wife,

___County, in the State of Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE. MARYIAND, a national banking corporation, having its principal office in Mount Savage,

____County, in the State of Maryland, of Allegany

part y_____of the second part, WITNESSETH:

Unbercas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of TWENTY NINE HUNDRED DOLLARS (\$2,900.00), with interest from date at the rate of six per cent (6%) per annum, payable one year after date, and rate of six per cent (6%) per annum, payable one year after date, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

give, grant, bargain and seli, convey, release and confirm unto the said party of the second part, its successors and assigns,

shelts and assigned the following property, to-wit:

All that lot or parcel of ground situated on the

Northeast side of the Bald Knob Road in the Northeast end of the Town of Mount Savage, Allegany County, State of Maryland, and particularly described as follows, to wit:

bigINNING for the same at an iron stake standing on the Northeast side of the Chunty hoad leading from the Town of ... MountSavare to a section known as Bald Knob, said stake also stands at the beginning of the adjoining property as conveyed by Edna M. Henckel et al to Kenneth C. Windemuth and wife by deed dated May 31, 1951, and recorded among the Land Records of Allegany County, Maryland in Deed Liber No. 234, folio 213, and running with the Northeast side of the County Road (Magnetic Bearings as of April 1952 and with Horizontal Measurements) and with the remainder of the 12th, 13th, 14th

15th and 16th lines of the whole property of which this is a part, and as conveyed by Mary Reily to Grace A. Henckel et al by deed dated April 2, 1913, and recorded among the Land Records of Allegany County in Liber No. 112, folio 132 (corrected to line of present fence as pointed out by Lawrence Henckel to be the boundaries of the property herein described) South 16 degrees 24 minutes East 140-7/10 feet to a locust stake, South 12 degrees 14 minutes East 94-8/10 feet to fence post on the Northeast side of the Street running in the real of Raphael Logsdon Lots fronting on Columbia Street, and running with the Northeast side of said Street and line of fence, South 16 degrees 00 minutes East 341 feet to a corner fence rost, then still with line of fence North 67 degrees 30 minutes East 162-3/10 feet to the corner fence post, South 19 degrees 36 minutes East 50-9/10 feet to the corner fence post, North 67 degrees 22 minutes East 45-5/10 feet to the corner fence post, North 14 degrees 4 minutes West 226 feet to the locust stake at the base of the fence post standing at the end of the sixth line of the adjoining property as conveyed by Edna M. Henckel et al to The Board of Education of Allegany County by de dated May 14, 1952, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 241, folio 1, then with the 7th, 8th and 9th lines of the said Board of Education deed North 2 degrees 48 minutes West 258-1/10 feet to a locust stake, South 81 degrees 29 minutes West 101-4/10 feet to a locust stake, North 40 degrees 00 minutes West 125-3/10 feet to an iron stake standing at the end of the first line of the aforementioned deed to Kenneth Windemuth, then reversing said first line, with Magnetic Bearings and directions of said Windemuth deed South 72 degrees 20 minutes West 120 feet to the place of beginning, containing 2-7/10 acres, more or less.

IT BEING the same property conveyed by Grace A. Henckel et al to Thomas A. Harvey and Prebble M. Harvey, his wife, by deed dated September 29, 1952, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 244, folio 515.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until default be made in the premises, the said parties of

the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Party of the second part, its successors and assigns, Matthew J. Mullancy, its ndramiememor... abianteen an attended under the constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Darties of the first part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said Parties of the first part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or Its successors and arright, X MERCHANGE the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars (\$3,000,00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors and assigns, to the extent atheir lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Illimess, the handland seabof said mortgagors Trus [SEAL] Thomas A. Harvey Prebble M. Harvey [SEAL] State of Margiano, Allegany County, to-mit: I hereby certify. That on this seventh day of September, in the year nineteen Hundred and Fifty -four before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared THOMAS A. HARVEY and PHEBBLE M. HARVEY, his wife, and they acknowledged the aforegoing mortgage to be their RAYMOND L. act and deed; and at the same time before me also personally appeared... HIMM ELWRIGHT, Cashier of The First National Bank of Mount Savage, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit. my hand and Notarial Seal the day and year aforesaid.

Mall Survey my Line of the second line such as any

FILED AND RECORDED SEPTEMBER 15" 1954 at 3:30 P.M.

This Mortgage, made this

day of September

, in the

year Nineteen Hundred and fifty-four, by and between

Wilford E. Johns and Ida Dewey Johns, his wife,

hereinafter called Mortgagos, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

George P. Davis and Miranda J. Davis, his wife,

hereinafter called Mortgagee s, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part lesof the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Twenty Thousand (\$20,000.00) Dollars, together with the interest thereon at the rate of Four per centum (4%) per annum. The said Mortgagors hereby covenant and agree to pay not less than Two Thousand (\$2,000.00) Dollars on account of the principal indebtedness as herein stated not later than December 1, 1954, and thereafter, the said Mortgagors agree to make payments of not less than Five Hundred (\$500.00) Dollars each six months from December 1, 1954, and to pay in addition thereto the interest thereon at the rate aforesaid.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgager S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee S the following property, to-wit:

All that tract or parcel of land situated in Oldtown District, in Allegany County and State of Maryland, and being part of the three hundred and ninety-five acre-tract of land situated on Warrior Mountain which was conveyed to Thomas P. Davis by the Safe Deposit and Trust Company, Trustee, et al, by deed dated October 1, 1902, and recorded in Liber 90, folio 717, one of the Land Records of Allegany County, Maryland, it being also part of "Moskwa First Part No. 2". The part hereby conveyed being described as follows, to-wit:

BEGINNING at a Hickory Tree marked with six notches standing at the end of 93 perches on the first line of the 72-acre tract of the above named tract, and running thence, North 20 degrees East 80 perches to a locust stake witnessed by a Black Oak with 6 notches, North 32 degrees East 166 perches to a stone pile on a ridge, North 15 degrees East 41-3/5 perches to a point in a road, being North 71 degrees West 14 feet from a Chestnut Tree with 6 notches, North 48 degrees East 28 perches to a planted stone, South 70 degrees East 125-2/5 perches to a planted stone standing at the end of 45 perches on the third line of the whole tract, and running with the lines thereof, South 27-3/4 degrees West 115 perches to a Pine stump, South 54 degrees West 344 perches to a Pine stump, South 31 degrees West 165 perches to a planted stone standing at the end of the first line

of the 72-acre tract, and reversing it, North 73 degrees West 99 perches to the beginning, containing 225 acres, more or less.

AL30: All that tract or parcel of land situated on the West sld- of Wirrior Mountain in Allegany County, and State of Maryland, containing 17 acres, mor or less, and described as follows, to-wit:

BECINNING at an oak sapling marked with six notches witnessed by a stone culvert in a dirt fill in the private road of the said George P. Davis, it being at the end of the second line of the property as described in the deed from Thomas P. Davis and Malinda Davis, his wife, to George P. Davis and Miranda J. Davis, his wife, by deed dated the 3rd day of May, 1927, and recorded in Liber No. 155, folio 246, of said Land Records, and running thence with the Thomas P. Davis property, North 32 degrees East 13h perches to a stone pile, then leaving the outlines of said property, South 81h degrees West 20 perches to a large rock, North 80 degrees West 241 perches to a peg, South 64h degrees West 14 perches to a peg, South 22 degrees West 79 perches to a peg, South 29 degrees West 78h perches to the West side of a private road leading to George P. Davis' residence, and with the West side of said road and the lines of the George P. Davis property to the beginning, containing 30 acres, more or less.

ALSO, All that lot or parcel of land conveyed to George P. Divis by Thomas P. Davis by deed dated May 3, 1927, and recorded among the Land Records of Allegany County in Liber 155, folio 246, and described as follows:

DEGINNING for the resurvey of said lot at the end of 37.20 perches on the first line of the 225-acre tract conveyed to said George P. Davis by Elmer Davis by deed dated November 3, 1920, and recorded among the Land Records of Allegany County in Liber No. 134, folio 656, said beginning roint being also at the end of the 12th line of the 76.5-acre tract described in a certain deed from William Davis and wife to Abraham Harmon dated September 12, 1922, and recorded among the Land Records of Allegany County in Liber No. 141, folio 702; and running thence with parts of the first and second lines of the before said 225-acre tract, North 20 degrees East 42.80 perches, North 32 degrees East 67.12 perches to a black oak sapling marked with 3 old notches and witnessed by a stone culvert in said George P. Davis' private road, it being the same sapling mentioned as at the end of the second line of this same lot as described in the aforesaid deed to George P. Davis from Thomas P. Davis; thence with the Westerly side of said private road, with thepoint of the needle as in 1934, the following nine lines, North 84 degrees West 22.04 perches, South 27-2/4 degrees West 89.88 perches, South 68 degrees West 10.52 perches, North 694 degrees West 10.20 perches, North 1 degrees West 19.52 perches, South 75-3/4 degrees West 10.20 perches, North 87 degrees West 12.84 perches to a white oak marked on two sides with four old notches on each side, said white oak marked on two sides with four old notches on each side, said white oak standing at the intersection of said private road with the County Road leading from Oldtown to Twiggtown and also at the end of 21 perches on the tenth line of the aforesaid Harman 76.5 acre tract; thence with part of tenth and the eleventh and twelfth lines of said Harman tract, South 70 degrees 40 minutes East 18.00 perches, South 41-3/4 degrees East 20.50 perches, South 63 degrees East 65.50 perches to the beginning; containing 11 acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by George P. Davis and wife, by deed dated the day of September, 1954 and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor S shall pay to the said Mortgagee S the aforesaid

Twenty Thousand (\$20,000.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor 8 hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgages

or George R. Hughes
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Cumberland, Allegany County, Maryland

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to such sale, including taxes, and a commission of the mortgage including interest on the mortgage to the payment of all expenses incident mortgage to the

AND the said Mortgagor S further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee S, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee S to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said Insurance when due.

WITNESS the hand and seal s of said Mortgag	or s
Ling Patry Les	Sticked & Golden A (SEAL)
8 , 7	Ida Dewey Johns
	(SEAL)
	(SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, TO	-WIT:
I horoby cortify that on this day of	September , in the year
19514 before me, the subscriber, a Notary Pu	blic of the State of Maryland,
in and for said County, personally appeared, Wilfo	rd E, Johns and Ida Dewey Johns,
his wife,	
the within named Mortgagor S , and acknowledged t	he foregoing mortgage to be their
act and deed. And at the same time, before me, also p	ersonally appeared George P. Davis and
Miranda J. Davis, his wife,	
CFCPCP th	e within named Mortgagee s , and made oath in
due form of he that the consideration in said mortgag	
WIENESS my hand and Notarial Seal the day an	Lings. Kufhen.
	Notary Public
C. J. St.	

more and Will delivered on the more a more of the Statester of its of almost

FILLU	CVF.	Lucio Dal	 1 15"1454	at 9:45 a	

This Aurtgage, Made this day of the year Nineteen Hundred and Fifty to be the year Nineteen Hundred and Fifty to the year Nineteen Hundred All Hundred

= County, in the State of

port of the first part, and

Courty, in the State of

p. 10 Source part, WITNESSETH

Whereas.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do sgive, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit: All light des, those or entropy of message,

E F: 66" | 100" | 2"

.

Alle, a for a second of a rest of the contract
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage to the payment of all expenses to the said debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S. to the person advertising.

AND the said Mortgagor S further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee S, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee 3 to the extent of the 1r lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee8; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Longe Polyger	Will ord E. Johns (SEAL)
6 /	Ida Dever Johns
	(SEAL)
	(SEAL)
I hereby certify that on this day of notary P in and for said County, personally appeared, Wilf	September, in the year rublicof the State of Maryland,
his wife,	their
the within named Mortgagor s , and acknowledged act and deed. And at the same time, before me, also Miranda J. Davis, his wife,	the foregoing mortgage to be
CFCFCA	the within named Mortgagee g , and made oath in
de form of he that the consideration in said mortge	

LIBER 307 PAGE 199 *

	FILED AND RECURS	ы БыРгалаан 15"1954 at	9:45 A
This !	Hortoune, Made t	his - 15th - day of	.) [,]
	~ ~	'ty	
	■ . = 1615 E	2 -	,
cf	din vje	County, in the State of	r
part	of the first part, and		
		as only A. Harry	
of	W	County, in the State of	A STATE OF THE STA
part	of the second part, WITNI	ESSETH:	
	. Intime a no office the control of	Liver cate in control, same on the without interest, the lifth of out has been paid, all of some of her death tending all such control they pulled, if living at the time t said time, then to the ha	irs, mouthly rapent each worth, unercally aid no they pay souts before the payment of an each to suill uraid of the first of any
		tion of the premises, and of the se payment of the said indebtednes	
of, together	with the interest thereon, the	ne said	and the state of t
	par	es of the first part	
do	give, grant, bargain and s	ell, convey, release and confirm u	into the said
	· i .s	of de second part, meir	
heirs and as	signs, the following property	v, to-wit: All that lot, piece	or narcel of ground,
Form: Firt	aff Lot No. 31, lying an	Being in Nook' Addition to	Cumberland, Paryland
and describ	ed as follows:		
	Regimilar for b	ne sa e at a point distant ?	22 feet in a South-
ons wrlp mi		anding at the corner of Hool	
Alle, and	on the first line of the	e whole Lot No. 31 aloresale	d, and running thence

Atta Hook or Lalmut Street, South 861 degrees East 25 feet to the Dehler lot; then South 122 degrees West to the line of the lots heretofore owned by Prederick

LIBER 307 PAGE 198

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S. to the person advertising.

AND the said Mortgagor $\,\mathrm{S}\,$ further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee $\,\mathrm{S}\,$, the improvements on the hereby mortgaged land to an amount of at least

doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee S to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor S
Frank Patrick Steller & Johns (SEAL)
Ida Dewey Johns (SEAL)
(SEAL)
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
I hereby certify that on this
1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Wilford E. Johns and Ida Dewey Johns.
the within named Mortgagor s , and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared George P. Davis and Miranda J. Davis, his wife,
the within named Mortgagee s , and made oath in
due form of have that the consideration in said mortgage is true and bona fide as therein set forth. WINNESS my hand and Notarial Seal the day and year last above written.
Minge Nuffer Nothery Public

	FILED ANDCODED DEPLETOR 15"1954 at 9:45 m.m.
This:	Mortgage, Made this
	r Nineteen Hundred and Fifty, by and between
	= . [625 = 10 . 10], , ,
(f	. — County, in the State of
gear a C	of the first part, and
	n. marker/Caster/en. mens.
ef	County, in the State of
D: 1	of the second part, WITNESSETH:
	bereas, Stor Seven has the model, and a series of recision of recision and the electronic of the series of the se
paid, and in	W Therefore, in consideration of the premises, and of the sum of one dollar in hand a order to secure the prompt payment of the said indebtedness at the maturity there-
of, together	with the interest thereon, the said
	parties of the first eart
do	give, grant, bargain and sell, convey, release and confirm unto the said
	marting of second part, hear
heirs and as	ssigns, the following property, to-wit: All that lot, piece or marcel of ground,
Table carl	of 19 10. 31, being and being in Nook' Addition to Cumberland, Paryland,
all legari	olas follois:
	Derivular for the sale at a point distant 22 Feet in a South-
THE ARL	rection in a stare stamin; at the corner of Hook Street and Drown
Alle, all	on the lirst line of the shole but to. 31 at resead, and running thence

th book or laimt Street, South 85] degrees East 2 feet to the Debler, lot; then

South h22 degrees west to the line of the lots heretofore owned by Prederick

Very

LIBER 307 PAGE 200

levert; and its the line of said lot establing 20 feet; and then by

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said beins executors administrators or assigns, do and shall pay to the said ceceutor administrator or assigns, the aforeand sum of ceceutor administrator or assigns, the aforeand sum of the meantime do and shall perform all the cecenants herein on part to be performed, then this mortgage shall be void. Hind it is Rigreed that until default be made in the premises, the said. ———————————————————————————————————	in the second of			
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaming. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sum of cogether with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. But it is figured that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, or hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which said sale shall be anded in manner following to-wit: By giving at least twenty days on the said and to grant and convey the same to the purchaser of purchasers thereof, his, her or their heirs or assigns; which said sale shall be and the public auction for cash, and the proceeds arising from such sais he apply first came to the purchaser of the first part. heirs or assigns, and hereics of the purchaser of purchasers thereof, his, her or their heirs or assigns, and in ease of advertisement under the above power but no	= .			
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. But it is Rigreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public hens levied on said property, all which taxes, mortgage debt and interest thereon, the said hereby covenant to pay when legally demandable. But in case of default being made in payment, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heres, executors, administrators and assigns, or library. heirs, executors, administrators and assigns, or library. heirs of the thine, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be anded in manner following to-wit: heirs or assigns; which sale shall be made in manner following to-wit: In the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: In private of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be a public auction for cash, and the proceeds arising or masking said sale; secondly, to the payment of all incepases incledent to such sale, including all taxes levied, and a comission of eight per cen	can to proper proper occurs to the A. Lendin, in , to			
Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. But it is Rigreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public hens levied on said property, all which taxes, mortgage debt and interest thereon, the said hereby covenant to pay when legally demandable. But in case of default being made in payment, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heres, executors, administrators and assigns, or library. heirs, executors, administrators and assigns, or library. heirs of the thine, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be anded in manner following to-wit: heirs or assigns; which sale shall be made in manner following to-wit: In the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: In private of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be a public auction for cash, and the proceeds arising or masking said sale; secondly, to the payment of all incepases incledent to such sale, including all taxes levied, and a comission of eight per cen	g and the management of the state of the sta			
Cogciber with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. But it is figured that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said herely covenant to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any sugreement, covenant or condition of this mortgage, then the entry the property declared to be made in trust, and the said and these presents are hereby declared to be made in trust, and the said entry the entry of the said or material or condition of the said there are spiritually constituted attorney or agent, are hereby authorized and empowered, at any time three-fields to sell the property hereby mortgaged or so much therefor as may be necessary, and to grant an ease with the property hereby mortgaged or so much therefor as may be necessary, and to grant an ease the same to the purchaser or purchasers thereof, his, her or their heirs are assigns, and the property hereby mortgaged or so much therefor as may be necessary, and to grant an ease the same to the purchaser or purchasers thereof, his, her or their heirs are assigns, and the property hereby mortgaged or so much therefor as may be necessary days notice of the time, place, manifer and purchasers therefore, hereby mortgaged by the purchaser or purchasers thereof, his, her o				
Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sum of the meantime do and shall perform all the evenants herein on part to be performed, then this mortgage shall be void. But it is figured that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said property of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any sugreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said and these presents are hereby declared to be made in trust, and the said may be necessary, said to grant and constituted attorney or agent, are hereby activitized and empowered, at any time therefore, to sell the property hereby mortgaged or or much therefor as may be necessary, and to grant and constituted attorney or agent, are hereby authorized and empowered, at any time therefore, to sell the property hereby mortgaged or or much therefor as may be necessary, and to grant and constituted attorney or agent, are hereby authorized and empowered, at any time therefore, to sell the property hereby mortgaged or or much therefor as may be necessary, and to grant and constituted attorney or agent, are hereby authorized and empowered, at any time therefore, to sell the property hereby mortgaged or or much therefore as may be necessary, and to grant and constituted attorney or agent, are hereby authorized and empowered, at any time therefore, to sell the property he				
Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said executor administrator or assigns, the aforesaid sam of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the ecvenants herein on part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public lieus levied on said property, all which taxes, mortgage debt and interest thereon, the said But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the other mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said and these presents are hereby declared to be made in trust, and the said performed, the robot property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns, which saie shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the process arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay				
provided, that if the said heirs, executors, administrators or assigns, do and shall pay to the said cecutor administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the evenants herein on part to be performed, then this mortgage shall be void. And it is Higreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entre mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. And these presents are hereby declared to be made in trust, and the said. And these presents are hereby declared to be made in trust, and the said. And these presents are hereby declared to be made in trust, and the said. And the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasors thereof, his, her or their heirs or assigns, which sale shall be made in manner following towit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for each, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then mutured or not; and as to the balance, to pay it over to the said. Partie				
heirs, executors, administrators or assigns, do and shall pay to the said heirs, executors, administrators or assigns, the aforesaid sien of executor , administrator or assigns, the aforesaid sien of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on				
heirs, executors, administrators or assigns, do and shall pay to the said executor , administrator or assigns, the aforesaid sum of together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on				
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. Rno it is Rgreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said such as the said of the said such as the said said said said said said said said	provided, that if the said			
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. Rnd it is Rgreed that until default be made in the premises, the said may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said may be seen the said mortgage debt and interest thereon, the said mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said here or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the said allowed and paid by the mortgagors the first part. Rnd the said parties of the first part				
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. ### BROCCO that until default be made in the premises, the said				
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void. **RNO it is Rigreco** that until default be made in the premises, the said	executor , administrator or assigns, the aforesaid sum of			
the meantime do and shall perform all the covenants herein on. Part to be performed, then this mortgage shall be void. Rnd it is Rgreed that until default be made in the premises, the said. may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Therefore, executors, administrators and assigns, or liber 1. 11000 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Particles of sine first part Rind the said. Particles of the time, heirs or assigns.				
the meantime do and shall perform all the covenants herein on. Part to be performed, then this mortgage shall be void. Rnd it is Rgreed that until default be made in the premises, the said. may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Therefore, executors, administrators and assigns, or liber 1. 11000 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Particles of sine first part Rind the said. Particles of the time, heirs or assigns.				
the meantime do and shall perform all the covenants herein on. Part to be performed, then this mortgage shall be void. Rnd it is Rgreed that until default be made in the premises, the said. may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Therefore, executors, administrators and assigns, or liber 1. 11000 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. Particles of sine first part Rind the said. Particles of the time, heirs or assigns.				
nay hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said	together with the interest thereon, as and when the same shall become due and payable, and in			
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said	the meantime do and shall perform all the eovenants herein on part to be			
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said	performed, then this mortgage shall be void.			
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said	And it is Agreed that until default be made in the premises, the said			
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said				
hereby covenant to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, or ilbur. It is also his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. Had the said parties of the first part				
hereby covenant to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, or 11bur 1. 115000 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. And the said parties of the first part				
But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, orilbur_7illson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much there as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said	mortgage debt and interest thereon, the said			
But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, orilbur_7illson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much there as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said	mark of directable			
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said heirs, executors, administrators and assigns, or ilbury. Alson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. Had the said parties of the first part				
heirs, executors, administrators and assigns, or <u>ilbur 7. illoon</u> his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said	terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,			
heirs, executors, administrators and assigns, or <u>ilbur 7. ilson</u> his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first met, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. Had the said parties of the first part	and these presents are hereby declared to be made in trust, and the said			
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said **Dartics of the first rect, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. **And the said parties of the first part** **The first part** **First part**	parties of the second cont, being			
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said **Dartics of the first rect, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. **And the said parties of the first part** **The first part** **First part**	heirs executors administrators and assigns or ilbur V			
parties of the first rest, their heirs or assigns, and in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. And the said parties of the first part	his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,			
in ease of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns. And the said parties of the first part further covenant to	matured or not; and as to the balance, to pay it over to the said			
shall be allowed and paid by the mortgagors their representatives, heirs or assigns. Hnd the said parties of the first part further covenant to	parties of the first west, their heirs or assigns, and			
And the said parties of the first part further covenant to	in ease of advertisement under the above power but no sale, one-half of the above commission			
further eovenant to	shall be allowed and paid by the mortgagors their representatives, heirs or assigns.			
further eovenant to	And the said parties of the first part			

assigns, the improvements on the hereby mortgaged land to the amount of at least Dove Margarit No Parce (7,2 % 0)	Company or companies acceptable to the mortgageesor.	-
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees. heirs or assigns, to the extent of their hen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Mitness, the hand and seal of said mortgagers. Attest: Juyer & Darry Mitness, the hand and seal of said mortgagers. Attest: Jhereby County, to-mit: Jhereby certify, That on this day of Sontonier, in the year nineteen Hundred and Fifty day, hefore me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas M. athems and any E. Mathews, this male, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Hary A. Mathews and Cathorine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	assigns, the improvements on the hereby mortgaged land to the amount of at	least
their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. **Mittess**, the hand and seal of said mortgages**. **Attest:** **Jayee S. Darsey** **Jay	Jove. Il loant to Tandred (47,200,00)	Dollars,
their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Mitness, the hand and seal of said mortgagers. Attest: Jayer S. Darsey Jayer	and to cause the policy or policies issued therefor to be so framed or endorse	d, as in case of fires,
policies forthwith in possession of the mortgagees, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. **Mitness**, the hand and seal of said mortgagors**. Attest: **Jayee S. Darsey** **Jay	to inure to the benefit of the mortgageesheirs or a	ssigns, to the extent
Attest: Jayee S. Darsey Jayee J. Lather Jayee Jayee S. Darsey Jayee J. Darsey Jayee S.	of their lien or claim hereunder, and to	place such policy or
Attest: Jayce S. Darery Jayce J. Lattery Jayce S. Darery Jayce J. Lattery Jayce J.	policies forthwith in possession of the mortgagees, or the mortgagee may e	ffect said insurance
State of Maryland, Allegany County, to-mit: J hereby certify, That on this day of September, in the year nineteen flundred and Fifty to before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas H. abhous and lary E. Hathews, his mare, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Hary A. Mathous and Cathorine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	and collect the premiums thereon with interest as part of the mortgage debt.	
State of Maryland, Allegany County, to-mit: Jhereby certify, That on this County, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas H. athems and sary H. Hathews, his wate, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Hary A. Mathems and Catherine A. Bathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	Mituess, the hand and seal of said mortgagor,	
Allegany County, in-mit: J hereby certify. That on this	Jayce & Darsey Hary Italy	/EMA [SFAL]
Allegany County, in-mit: J hereby certify. That on this	State of Maryland,	
I hereing certific. That on this		
in the year nineteen Hundred and Fifty	a room young committee, to mit.	
in the year nineteen Hundred and Fifty	I hereby certify. That on this Ith day of	Sente hor.
a Notary Public of the State of Maryland, in and for said County, personally appeared Thomas H. athems and ary H. Lathews, his made, and acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Hary A. Mathems and Catherine A. Mathems the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.		
andacknowledged the aforegoing mortgage to betheir act and deed; and at the same time before me also personally appeared Hary A. Mathews and Catherine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.		
act and deed; and at the same time before me also personally appeared Hary A. Mathews and Catherine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	a Notary Public of the State of Maryland, in and for said County, persona	lly appeared
Hary A. Mathews and Catherine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	Thomas H. athems and ary i. lathews, his made,	
Hary A. Mathews and Catherine A. Mathews the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	andacknowledged the aforegoing mortgage to betheir	
the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.		
mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid.	Hary A. Mathews and Catherine A. Mathews	
WITNESS my hand and Notarial Seal the day and year aforesaid.	the within named mortgagees, and made oath in due form of law, that the	consideration in said
Mary C. Ledy	mortgage is true and bona fide as therein set for forth.	
Mary C. Ledy		1000
Mary C. Ledy		
Mary C. Leoly Nogary Public.	WITNESS my hand and Notarial Seal the day and year aforesaid.	4104
Notary Public.	Su Oc	1000
Modary Public.	- Mary C.	Notary Bubble
		Notary Public.

FILED AND RECORDED SEPTEMBER 15" 1954 at 11:30 A.M.

This Martnage, Made this 14 th day of September in the year Nineteen Hundred and fifty-four by and between
MYRTLE M. PORTER, widow,
of Allegany County, in the State of Maryland
party of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in
mx Frostburg, Allegany County, in the State of Maryland,
part y of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the party of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said party of the first part hereby covenants to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said party of the first hereby part does/ give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. 1ts successors hereadd assigns, the following property, to-wit:

ALL that lot, piece or parcel of land, situated, lying and being on Water Street in Frostburg, Allegany County, Maryland, which is more particularly described as follows, to wit:

BEGINNING for the same on the southerly side of Water Street at the end of a line drawn North eighty-four degrees twenty-eight minutes West fifty feet from the end of the first line in a deed from Edward M. Monahan and wife to Inez M. Bauer, dated August 28, 1952, and recorded in Deeds Liber No. 244, folio 10, among the Land Records of Allegany County, Maryland, and continuing thence with the second line of said Monahan-Bauer deed to the end thereof, North eighty-four degrees twenty-eight minutes West forty-nine feet; thence with the third and fourth lines of said deed South four degrees forty minutes West sixty-four and twenty-two hundredths feet, South seventeen degrees twenty-one minutes East sixty-nine and eleven hundredths feet; thence with part of the fifth line of said deed North fifty-three degrees fifty-five minutes East fifty feet to intersect the line drawn South five degrees thirty minutes East from the place of beginning; thence reversing said intersecting line North fifty-three degrees thirty minutes West One Hundred five feet to the place of beginning.

IT being the same property which was conveyed by Inez M. Bauer, Widow, to the party of the first part herein, by deed dated September 12, 1953 and recorded among the Land Redords of Allegany County, Maryland in Deeds Liber No. 253, folio 47.

Togrifirr with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto beionging or in anywise appertaining.

LIBER $307\ \text{PAGE}\,203$

	and party of the mar party 1101
tors or assigns, do and shall pay	to the said party of the second part , its successors
TO NAMES AND ASSOCIATED ASSOCIATION OF	assigns, the aforesaid sum of
TWO THOUSAND	\$\\$2000.00
together with the interest there	son, and any future advances made as aforesaid, as and when the
same shall become due and paya	able, and in the meantime do and shall perform all the covenants
herein on her	part to be performed, then this mortgage shall be void.
And it is Agreed 1	hat until default be made in the premises, the said party of the
first part may hold and possess	the aforesaid property, upon paying in the meantime, all taxes, ied on said property, all which taxes, mortgage debt and interest
thereon, the said part y of t	the first part hereby covenant s to pay when legally demandable.
thereon, or any future advances	made in payment of the mortgage debt aforesaid, or of the interest, in whole or in part, or in any agreement, covenant or condition of nortgage debt intended to be hereby secured shall at once become
due and payable, and these preser	nts are hereby declared to be made in trust, and the said part y
of the second part, its succ	essors being executors, related interest and assigns, or
COBEY, CARSCADEN and	GILCHRIST its, his, her or their duly constituted attorneys or
agents are hereby authorized an	d empowered, at any time thereafter, to sell the property hereby
	as may be necessary, and to grant and convey the same to the f, his, her or their heirs or assigns; which sale shall be made in
manner following to-wit:	By giving at least twenty days' notice of the time, place, manner
	aper published in Cumberland, Maryland, which said sale shall be
	ne proceeds arising from such sale to apply first to the payment of e, including all taxes levied, and a commission of eight per cent. to
the party selling or making said	sale; secondly, to the payment of all moneys owing under this mort-
	we been then matured or not; and as to the balance, to pay it over
	st part, her heirs, or assigns, and in case of ower but no sale, one-half of the above commission shall be allowed
and paid by the mortgagor, he	representatives, heirs or assigns.
And the said party_	of the first part further covenants to insure forthwith, and
	ortgage, to keep insured by some insurance company or companies
acceptable to the mortgagee or	its assigns, the improvements on the hereby mortgaged land to
	OUSANDDollars, ies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the be	nefit of the mortgagee , 1ts successors xxxxx or
policy or policies forthwith in po	lien or claim hereunder, and to place such ossession of the mortgagee or the mortgagee may effect said ms thereon with interest as part of the mortgage debt.
Bitness, the hand	and seal of said mortgagor .
Witness:	
* 7	
RUTH N. TODD	Mystle M. Souter [Seal]
	THE POST OF THE PARTY OF THE PA
	[Seal]
	[Seal]

State of Maryland, Allegany County, to-wit:

in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared MYRTLE M. PORTER, widow and acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said marginage is true and bona fide as therein set forth, and further made oath that he is the cashier of baid Bank and duly authorized by it to make this affidavit. MINIST my hand and Notarial Seal the day and year aforesaid.	I hereby rertify, That on this	4 day of September.
and acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mattage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit. The WHSS my hand and Notarial Seal the day and year aforesaid.	in the year nineteen hundred and fifty-four	, before me, the subscriber
and acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said martgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit. Wants my hand and Notarial Seal the day and year aforesaid.	a Notary Public of the State of Maryland, in and	for said County, personally appeared
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said 'mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit. Willess my hand and Notarial Seal the day and year aforesaid.	MYRTLE M. PORTER, wid	wo.
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashler of said Bank and duly authorized by it to make this affidavit. Will BSS my hand and Notarial Seal the day and year aforesaid.	and acknowledged the aforegoing me	ortgage to be her
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashler of said Bank and duly authorized by it to make this affidavit. Wants my hand and Notarial Seal the day and year aforesaid.	act and deed; and at the same time before me also	personally appeared F. Earl Kreitzburg.
martgage is true and bona fide as therein set forth, and further made oath that he is the cashler of said Bank and duly authorized by it to make this affidavit. Wantes my hand and Notarial Seal the day and year aforesaid.	Cashier of the Frostburg National	Bank,
assiler of said Bank and duly authorized by it to make this affidavit. Ways my hand and Notarial Seal the day and year aforesaid. Lutto The roals	the within named mortgagee and made oath in	due form of law, that the consideration in said
we first	eashler of said Bank and duly auth	y and year aforesaid.

To Wyee Frostrum red

Oct 7: 19 or

FILED AND RECORDED SEPTEMBER 15. 1954 at 11:30 A.M.

Ultis Martinary, Made this 14 day of in the year Nineteen Hundred and fifty-four , by and between , by and between ... -- ERNEST EDWIN HARTMAN and BERTHA HARTMAN, his wife- -- of Allegany County, in the State of Maryland parties of the first part, and FROSTBURG NATIONAL BANK; a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

*** Frostburg, Allegany County, in the State of Maryland party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indulctedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part dohereby give, grant, bargain and sell, convey, release and confirm unto the said party—of the second parts its successors—***

EXX and assigns, the following property, to-wit:

ALL those lots or parcels of ground situated in Mexico Farms in Allegany County, Maryland and being Lot Number One, Part No. One and Lot Number One Part Two of the Subdivision of the Frederick Bierman Estate and described as follows, to wit:

LOT ONE, PART ONE:

BEGINNING at a point on the Tow Path side of the Chesapeake and Ohio Canal at the end of One Hundred Two and five-tenths feet on the third line of the tract of land conveyed to Frederick Bierman and wife by James Crites and wife by deed dated March 18, 1916 and recorded in Liber No. 118, folio 179, one of the Land Records of Allegany County, and running thence with the lines thereof, North sixty-seven degrees two minutes East two hundred twenty-eight and nine-tenths feet to planted stone No. 18, North sixty-four degrees forty-three minutes East three hundred ninety-eight and four-tenths feet to planted stone No. 17, North fifty-six degrees five minutes East one hundred fifteen feet to the Southerly side of the County Road, thence with the Southerly side thereof, North sixty-four degrees fifty minutes West one hundred nineteen and five-tenths feet, South eighty-five degrees West one hundred feet, South sixty-six degrees West five hundred sixty-seven and eight-tenths feet to intersect a line drawn North twenty-four degrees West from the place of beginning, thence reversing said intersecting line South twenty-four degrees East one hundred forty-seven and five-tenths feet to the place of beginning. Containing two and one-half acres.

LOT ONE, PART TWO:

BEGINNING at a point on the Northerly side of the County Road at the end of a line drawn North twenty-four degrees West thirty feet from the end of the sixth line of Part One above described, and running thence with the Northerly side of said County Road, North sixty-six degrees East six hundred seventy-four and one-tenth feet to the division line (as now established) between the properties of Frederick Bierman Estate and Joseph Baker, thence with said division line North sixty-four degrees fifty minutes West four hundred sixty feet to a planted stone, North thirty-seven degrees twenty-one minutes West four hundred twenty-five and five-tenths feet, thence leaving said division line South fifty-two degrees thirty-nine minutes West two hundred eighty-two and eight-tenths feet to intersect a line drawn North twenty-four degrees West from the place of beginning, thence reversing said intersecting line South twenty-four degrees East six hundred ninety-six and eight-tenths feet to the place of beginning. Containing seven acres. (All bearings refer to the Magnetic Meridian of 1923.)

IT being the same property conveyed to the parties of the first part herein by F. Brooke Whiting, Trustee, by deed dated April 15, 1942, and recorded in Deeds Liber No. 193, folio 217, among the Land Records of Allegany County, Maryland.

Saving and excepting from the aforegoing property the following parts hereof which have heretofore been conveyed away.

All that lot, piece or parcel of ground lying and being on the southeasterly side of the County Road situated in Mexico Farms in Allegany County, Maryland, and being a part of Part No. 1, Lot No. 1, of the subdivision of the Frederick Bierman estate, as described in a deed from F. Brock

Whiting, Trustee, to Bertha V. Hartman and Earnest Edward Hartman, by deed dated the 15th day of April, 1942 and recorded in Liber No. 193, folio 217, among the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the northerly side of the Tow Path of the Chesapeake and Ohio Canal at the end of One Hundred Two and five-tenths feet on the third line of a tract of land conveyed to Frederick Bierman and wife by James Crites and wife by deed dated March 18, 1916 and recorded in Liber No. 118, folio 179, among the Land Records of Allegany County, Maryland, said point being the beginning of land described in the aforesaid Hartman deed, and running thence with the first line of the said Hartman deed North sixty-seven degrees two minutes East two hundred twenty-eight and nine-tenths feet to a planted stone No. 18, thence with a part of the second line of said Hartman deed North sixty-four degrees forty-three minutes East three hundred forty-seven feet to a stake, thence in line crossing said Part No. 1, North twenty-five degrees thirteen minutes West one hundred forty-two feet to a point on the fifth line of said Hartman deed and with a part of said fifth line South eighty-five degrees West six feet, thence with the sixth line of said Hartman deed and the southeasterly line of the County Road, South sixty-six degrees West five hundred sixty-seven and eight-tenths feet to a post, thence with the seventh line of said Hartman deed South twenty-four degrees East one hundred forty-seven and five-tenths feet to the place of beginning, containing two acres more or less.

It being the same property which was conveyed by Bertha V. Hartman and her husband to Asa J. Fresh and wife, by deed dated October 14, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 217, folio 556.

ALL that lot, piece or parcel of ground situated and lying and being about five miles southeast of the City of Cumberland, Allegany County, Maryland, known as Part of Lot No. 1, Part 2 of the Subdivision of the Minnie Bierman Estate as shown on the map filed in the Circuit Court of Allegany County in Equity Case No. 9616, said lot hereby conveyed is more particularly described as follows, to wit:

BEGINNING for the same at a point at the end of One Hundred Thirty and five-tenths feet on the third line of the above mentioned Lot No. 1, part 2, and running thence with the lines thereof North thirty-seven degrees twenty-one minutes West two hundred ninety-five feet South fifty-two degrees thirty-nine minutes West two hundred eighty-two and eight-tenths feet South twenty-four degrees East three hundred three and two-tenths feet to intersect a line drawn South fifty-two degrees twenty- nine minutes West from the place of beginning, thence reversing said intersecting line and running across said Lot No. 1, part 2, North fifty-two degrees thirty-nine minutes East three hundred fifty-two and eight-tenths feet to the place of beginning.

Excepting from the above described lot a roadway twenty feet wide lying on the westerly side of the first line. Containing, clear of said roadway, two acres.

Together with the right of ingress and egress over the twenty foot roadway as shown on the map of the subdivision of the Minnie Bierman estate.

It being the same property which was conveyed by Bertha V. Hartman and her husband and Marshall Long, to James A. Brehm and Melvin Brehm, by deed dated August 25, 1924 and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 148, folio 199.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. herein on And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ____xhobsexxecurroesxadextextexademeand assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagons, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND --00/100 (\$3,000,00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of its or their __lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee | or the mortgagee | may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bittess, the hands and seals of said mortgagors. State of Maryland, Allegany County, to-wit: I hereby certify, That on this 14 th day of August SKETHMBER fifty-four in the year nineteen hundred and___ ..., before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared ERNEST EDWIN HARTMAN and BERTHA HARTMAN, his wife acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,

Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavis.

WITNESS my hand and Notarial Seal the day and year aforesaid.

STORY A

Notary Public

FILED AND RECORDED SEPTEMBER 15" 1954 at 1:50 P.M.

This Mortgage, Made this /4 TN day of SEPTEMDER in the				
year Nineteen Hundred and fifty -four by and between				
Mary M. Moore, widow,				
of Allegany County, in the State of Maryland, partf the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.				
WITNESSETH:				
Mibereas, the said mortgagee has this day loaned to the said mortgagors, the sum of				

Wineteen Hundred & 00/100 - - - - - (\$1900.00) - - - - - Dollars, which said sum the mortgagors agree s to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:

By the payment of Twenty-two & 35/100 - - (\$22.35) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors does give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:





All that lot or parcel of ground situated and lying in

the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 159 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, a plat of which is recorded in Plat Liber No. 1, folio 35, among the Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning on the west side of Race Street at the end of the first line of Lot No. 158 in said addition, and running then with Race Street, North 18 degrees 3b minutes East 39.5 feet; then North 71 degrees 26 minutes West 100 feet to the east side of Wendell Alley, then with said alley South 18 degrees 3b minutes West 39.5 feet to the end of the second line of said Lot No.158, and with said line reversed South 71 degrees 26 minutes Feet 100 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of James Watson True and Mae Belle True, his wife, dated May 11, 1963, and recorded in Liber No. 196, folio 116, one of the land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant s generally to, and covenant s with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor , her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

Hnd it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nington Hundred & 00/100 - - - (\$1900.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said Insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgago: to comply with sald demand of the mortgagee for a period of thirty days shall constitute a preach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagoe's written consent, or should the same be cneumbered by the mortgagors, their heirs and personal representatives and assign

Mitness, the hand and scal of said mortgagors.

Attest: Mary Moore. [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER

Mary M. Moore, widow,

the said mortgagors herein and she acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Glener I Hanne Notary Public

Peo 18, 2 cope Golge

FILED AND RECORDED SEPTEMBER 15" 1954 at 1:50 P.M.

This Mortgage, Made this 147% day of SENTENBER in the	1241
James L. King and Carol Jeanne M. King, his wife,	Management 1AA
of Allegany County, in the State of Maryland, part 185of the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgagee. WITNESSETH:	tto 10
Collectes, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-eight Hundred Fifty & 00/100 (\$8850.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5½ per cent. per annum, in the manner following:	
By the payment of Seventy-two & 39/100 (\$72.39) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	Roman IV
Flow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:	
All that lot, piece or parcel of land situated, lying an	d
being along the northerly side of Camden Avenue in the City of Cum	-
berland, Allegany County, and State of Maryland, and which is desc	ribed
as follows, to-wit:	
Beginning for the same at a point along the northerly at	do
of Camden Avenue distant 75 feet measured in an easterly direction	13343
along the northerly side of Camden Avenue from the concrete monume	nt

planted at the end of the second line of the whole property of which this is a part, said point of beginning being also at the end of the first line of the lot conveyed by Henry W. Schaidt et ux, to Lester Deneen, et ux, by deed dated September 8, 1938, which is recorded in Liber 181, folio 511 one of the Land Records of Allegeny County, Maryland, then from said beginning along the northerly side of Camden Avenue and reversing part of the second line of whole lot North 66 degrees 20 minutes Fast 75 feet, then crossing the whole property with a line parallel to the third line of the whole said property, North 19 degrees 30 minutes West 88 1/2 feet, more or less, to a point on the fourth line of the whole property, then reversing part of said fourth line of the whole property, South 70 degrees 30 minutes West 70.9 feet

to the end of the second line of the above mentioned lot conveyed by Henry W. Schaidt to Lester Deneen, and then reversing said second line South 19 degrees 30 minutes East 94 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Richard G. DuVall and C. Ruth Wiggs, Executors, dated the 26th day of September, 1947, which is recorded in Liber 219, folio 222 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collatoral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fighty-eight Hundred Fifty & 00/100 = - (\$8850.00) = -Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property; or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property; or any part thereof, and upon the failure of the immediate repayment of the debt hereby secured and the failure of the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant

Witness, the hand and seal of said mortgagors.

Attest:

Carol Jeanne M. King [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER

a Notary Public of the State of Maryland, in and for said County, personally appeared

James L. King and Carol Jeanne M. King, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and

agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SWITNESS my hand and Notarial Seal the day and year aforesaid.

Hower I Hamilton Notary Public.

To fee A Regge Con

FILED AND RECORDED SEPTEMBER 15" 1954 at 1:50 P.M.

	S 1000 CO	-four by and between d Mary E. Goodfellow,	his wife,
70.4	Allegeny	County, in the State of	Maryland

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Twalve Thousand & 00/100 - - - - - (\$12,000.00) - - - Dollars, which said sum the mortgagor a agree to repay in installments with interest thereon from

the date hereof, at the rate of he per cent. per annum, in the manner following:

By the payment of Ninety-one & 80/100 - - (\$91.80) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagess do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:



All that lot, piece or parcel of ground lying and being

LIBER 307 PAGE 215

on the easterly side of Valley View Drive known and designated as Lot No. 12 in Valley View Addition to LaVale, Allegany County, Mary-land, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Valley View Drive at the end of the first line of Lot No. 11 in said addition and running then with said Valley View Drive North 38 degrees 30 minutes East 100 feet, then South 51 degrees 30 minutes East 137 feet to the westerly side of Orchard Road, then with said Orchard Road South 28 degrees 12 minutes West 49.3 feet South 36 degrees 20 minutes West 51.5 feet to the end of the second line of said Lot No. 11 and then with said second line reversed North 51 degrees 30 minutes West 148 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of F. Helene Goodfellow, widow, dated the 22nd day of Juns, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 259, folio 431.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor & covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantlme, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or tis duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale incident taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall

have then matured or not; and as to the balance, to pay it over to the said mortgagors , their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the

above commission shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

End the said mortgages, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand & 00/100 - - (\$12,000.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and theirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the hereim mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitness. the hand and seal of the said mortgagors.

Attest:

D. Clifford Goodfe Flow

Mary E Goodfellow (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14 TH day of SECTEMBER

in the year nineteen hundred and data. Fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

D. Clifford Goodfellow and Mary E. Goodfellow, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge.

Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said

WITH SE my hand and Notarial Seal the day and year aforesaid.

Notary Public

To Jun 1 Segge The

FILED AND RECORDED SEPTEMBER 15" 1954 at 1:50 P.M.

Ten Thousand Three Hundred Seventy-two & 50/100 - (\$10372.59) ollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 11 per cent. per annum, in the manner following:

WITNESSETH:

By the payment of Sixty-five & 62/100 - - (\$65.62) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece or parcel of ground situated in Cover's Addition, in Bowling Green, Allegany County, Maryland, known as Lot No. 18, a pist of which said addition is recorded in Liber No. 1, folio 50 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake at the intersection of the southerly
line of Beech Street, and a 15 foot alley, distant North 82 degrees
bo minutes East 117.12 feet from the southeastern intersection of
Beech Street and Bowling Avenue, and running then with said southerly

time of Beech Street North 82 degrees 40 minutes East 40 feet, then South 7 degrees 20 minutes East 100 feet to a 15 foot alley, then with said alley South 82 degrees 40 minutes West 61.1 feet to a 15 foot alley, then with said alley North 4 degrees 38 minutes East 102.2 feet to the beginning.

of the first part by deed of William D. Moon and "ildred V. Moon, his wife, dated the 7th day of September, 1950 and which is intended to be recorded among the Land Pecords of Allegany County, Maryland, simultaneously with the recording of these presents.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-

gages or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Ten Thousend Three Hungred Seventy-two & 50/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all lens for public improvements within ninety days after the same shall become due and payable and to may and discharge within ninety days after due date all revernmental lovies that may be made on the mortgage; (2) to permit, commit or suffer no waste impairment or deterioration of said property or any nort thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the inneclate repair of said buildings of an increase in the amount of security or the mortgagors to keep the mortgagor for a period of thirty days shall constitute a breach of this mortgage, and all the notion of the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinfitter provided; (3) and the holder of this nortgage, and apply for the appointment of a receiver as hereinfitter provided; (3) and the holder of this nortgage, and account therefor as the Court may direct; (4) that should the title to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage of this mortgage's written consent, or should the same be enumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in

Witness, the hand and seaf of said mortgagors.

11

Attest:

William Edward Duby [SEAL]

Mary You'se Duby

State of Maryland,

01 9

Allegany County, to-wit:

I hereby certify, That on this 14 TH day of SEPTEMBE.

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William Edward Duby and Mary Louise Duby, his wife,

the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

ESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND ACCORDED SEPTEMBER 15" 1954 at 3:40 P.M.

This Mortgage, Made this 14th

September in the year nineteen hundred and fifty-four

, by and between

Clyde T. Wolford and Bernice J. Wolford, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Clyde T. Wolford and Bernice J. Wolford, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clyde T. Wolford and Bernice J. Wolford, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground known and distinguished as Lot No. 33 in Block No. 22 in Johnson Heights Addition to the City of Comberland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of the Oldtown Road, at the end of the first line of Lot No. 32 of said Block, said point of beginning being distant 519.7 feet measured in an Easterly direction along the Northerly side of said Road from its intersection with the Easterly side of Brookfield Avenue, and running thence with the Northerly side of Oldtown Road, South 58 degrees and 30 minutes East 25.05 feet, then North 33 degrees and 57 minutes East 115.8 feet to an alley 15 feet wide, then with said Alley, North 56 degrees and 9 minutes West 35 feet to the end of the second line of said Lot No. 32, then with said second line reversed, South 33 degrees and 57 minutes West 117.05 feet to the place of beginning.

ALSO: All that lot, piece or parcel of ground located on the Northerly side of the Oldtown Road in said City of Cumberland, Allegany County, Maryland, and which is described and bounded as follows, to-wit:

On the Northerly side by the original line of Oldtown Road as defined in the deed to Catherine Milkowski recorded in Liber No. 171, folio 311; on the Easterly side by the Southerly prolongation of the

division line between Lots Numbers 23 and 34. Block 20, Johnson Heights Addition; on the Southerly side by the present line of Oldtown Road as now marked by the Northerly edge of the concrete sidewalk (constructed in 1938); and on the Westerly side by the Southerly prolongation of the division line between Lots Numbers 20 and 33. Block 20, Johnson Heights Addition.

It being the same property which was conveyed unto the said Morigagors by Robert W. Young, Trustee of the Property and Person of Catherine Milkowski, an Incompetent, by deed dated the 6th day of September, 1941, and recorded in Liber No. 191, folio 19, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which world make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on sald property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , lts, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

blyde T. Wolford (SEAL)

Inouras Illera

Bernice J. Wolford (SEAL)
Bernice J. Wolford

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this Att day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Clyde T. Wolford and Bernice J. Wolford, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley Notary Fublic

To Morga Myersdale Ou

FILED AND RECORDED SEPTEMBER 16" 1954 at 1:35 P.M.

This Mortgage, Made this 16 day of September

in the year Nineteen Hundred and fifty-four

____ by and between

ELMER A. LEECY and MARY E. LEECY, his wife,

0),

of Allegany

County, in the State of Maryland,

parties of the first part, and THE SECOND NATIONAL BANK, a national banking

corporation duly incorporated under the Laws of the United States of America,

of Meyersdale County, in the Mante of Pennsylvania part y of the second part, WITNESSETH:

Minereus, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$2,200.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of six per cent per annum, which is to be repaid in monthly installments of \$25.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

None Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part do—give, grant, bargain and sell, convey, release and confirm unto the said part y—of the second part, its successors—have and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Cumberland, Allegany County, Maryland, being all of Lot No. 76 and part of Lot 75 of the Margaret M. Black Addition to Cumberland, a plat of which addition is recorded in Deeds Liber 92, folio 717, among the Land Records of Allegany County, Maryland, and which property is more particularly described in one parcel as follows, to wit:

BEGINNING for the same on the southerly side of Cresap Street at a point where the division line between Lots 76 and 77 intersects the same and running thence with said side of said Cresap Street South 74 degrees 51 minutes East 75 feet; thence South 15 degrees 9 minutes West 37-1/2 feet; thence South 11 degrees 30 minutes West 63.2 feet to the northerly side of Birch Alley; thence with said side of said alley North 74 degrees 51 minutes West 79 feet to the aforementioned division line between Lots 76 and 77; thence with said division line North 15 degrees 9 minutes East 100 feet to the place of beginning. This property was surveyed by Albert Paye, Civil Engineer, on October 30, 1950.

IT being the same property which was conveyed by Frederick B. Shipley et ux to Elmer A. Leecy et ux by deed dated November 2⁻¹, 1950, and recorded in Deeds Liber 231, folio 565 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said part y of the second part _, its successors
executorxxxxdnuinistrateexx or assigns, the aforesaid sum of
TWENTY-TWO HUNDRED and 00/100 DOLLARS (\$2,200.00)
together with the interest thereon and any future advances made as aforesaid as and when the

same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agrred that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby eovenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors helps executes x doubt strategy and assigns, or

cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whicher the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred and 00/100 - - - -(\$2,200.00) -Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors issued to policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hittess, the hands and seals of said mortgagor s.

Patty ann Danis Elmer a Leecy

Fatty ann Danis

Patty ann Danis

MARY E. LEECY

State of Maryland.

Allegany County, to-wit:

I hereby rertify. That on this 16 day of September
in the year nineteen hundred and Fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer A. Leecy and Mary E. Leecy, his wife,

and they acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared William R. Carscaden, Attorney and Agent for The Second National Bank,

the within named mortgagee and made oath in due form of iaw, that the consideration in said

mortgage is true and bona fide as therein set forth, and the said William R. Carscaden further made oath that he is the Attorney and Agent of the within named mortgagee and July authorized by it to make this affidavit,

WINESS my hand and Notarial Seal the day and year aforesaid.

Patty and Danie Notary Public

FILED AND RECORDED SEPTEMBER 16" 1954 at 11:10 A.M.

This Mortgage, Made this 157H day of SEPTEMBER, in the
year Nineteen Hundred and fifty -four by and between
Clyde M. Wilson and Eldean H. Wilson, his wife,
of Allegany County, in the State of Maryland, part 1880f the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Tabereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-six Hundred & 00/100 - - - - (\$2600.00) - - - - which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-six & 00/100 - - - (\$26.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

ROW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of the State Road leading from Cumberland to Corrigensville known and designated as Lots Nos. 4 and 5, Section





25 in Homewood Addition to Cumberland, Maryland, and an unnumbered parcel northerly thereof, a plat of which said Homewood Addition is recorded in Liber 1, folio 84 one of the Flat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the westerly side of the State Road leading from Cumberland to Corrigansville as laid off in said addition at the end of 140 feet measured in a northerly direction along the westerly side of said State Road, from its intersection with the northerly eide of Dakota Avenue, said point of beginning being at the division line between Lots Nos. 3 and 4, Section 25, as shown on the aforesaid plat, and running then with the westerly side of the eaid State Road, North 26 degrees 30 minutes Fast 100 feet, North 18 degrees 55 minutes East 60.53 feet, then North 63 degrees 30 minutes

West 72 feet to the easterly side of Indiana Avenue, and with it South 26 degrees 30 minutes West 160 feet to the said division line between said

Lote Nos. 3 and b, and then with it, South 63 degrees 30 minutes East 80 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Julius E. Schindler, Trustee, dated the 22nd day of July, 195h, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 260, folio 327.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor and hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pny it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - - (\$2600.00) - - -Doilars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or ciaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgage as foliows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding caiendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or In any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasle, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the delt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to colicet the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagoe's written consent, or should the same be encumbered by the nortgagors, their heirs and personal representatives and assigns, w

Mitress, the hand and seal of said mortgagors.

Attest:	000 h 1 0
-6	Elife M Wilson ISEAL
Spect to	Fldean H. Wilson
	(SEAL
	[SEAL]

LIBER 307 PAGE 228

State of Maryland,

Allegany County, to-wit:

I hereby rertify. That on this 15 TH day of SEP. TEMBER

in the year nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde M. Wilson and Eldean H. Wilson, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee. Step 1/2

0 10 WITNESS my hand and Notarial Seal the day and year aforesaid. Notary Public.

11-5010-	FILED	AND	RECOR DED	SEPTEMBER	17"	1954	at 8:45	A
This	Mortgage,	Made	this /	day	of_	Septe	mber	
n the ve	ar Nineteen Hundred	and I	Fifty -four				, by and b	etween

John W. Kidenbaugh and Hazel Marie Hidenbaugh, his wife,

Allegany County, in the State of Maryland part les of the first part, and Amelia M. Zimmerman



Allegany County, in the State of Maryland

of the second part, WITNESSETH: part y subcreas, the Parties of the First Part are justly and bona ridely indebted unto the Party of the Second Part in the rull and just sum or Five Hundred Fifty (\$550.00) Dollars, said sum and with interest at 6% Mil ch be repaid one year from the date hereof; with the right reserved unto the Parties of the First Part to prepay said sum and interest at any time prior to its maturity.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John W. Ridenbaugh and Hazei Marie Ridenbaugh, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Amelia M. Zimmerman, her

heirs and assigns, the following property, to-wit:

All of the tracts and parcels of land situate in Election District No. 2, Allegany County, Maryland, and being about four miles east of the Village of Oldtown in Allegany County, Maryland, and which said property hereby mortgaged is fully described in that certain deed dated the 30th day of April, 1945, by and between Douglass D. Parker and Clara B. Parker, his wife, and John W. Ridenbaugh and mazel Marie Hidenbaugh, his wife, and Which said deed is recorded in Liber No. 203, folio 616, one of the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said John w. Ricenbaugh and Hazel Marie Ridentheir paugh, his wife heirs, executors, administrators or assigns, do and shall pay to the said

Amelia M. Zimmerman, her

executor s. administrators or assigns, the aforesaid sum of-

Five Aundred Fifty-\$550.00-Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John W. Kidenbaugh and Hazel Marie Ridenbaugh, nis wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John W. Midenbaugh and Hazel Marie Ridenbaugh, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Amelia M. Zimmerman, her

heirs, executors, administrators and assigns, or <u>Earl E. Mangea</u>
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in **Causal**because daryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John w. Hidenbaugh and Hazel Marie Midenbaugh, his wife, their or sesions and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said John W. Hidenbaugh and Hazel Marie Ridenbaugh, his
wife, further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or ner
assigns, the improvements on the hereby mortgaged land to the amount of at least
Five nundred Fifty (\$550.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee , Her heirs or assigns, to the extent
ner EXEXEXEXEXEXEXEMENT lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt
Hitness, the hand and seal of said mortgagors:
Attest:
John W Ridenbaugh [SEAL]
Tal alla ger John W. Ridenbaugh [SEAL]
State of Maryland,
Allegany County, to-wit:
I herrhy rertify. That on this day of September
in the year nineteen Hundred and Fifty -IOUT, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
John W. Midenbaugh and Hazel Marie Hidenbaugh, his wife,
and each acknowledged the aforegoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Amelia M. Zimmerman
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.
RY
A CWINESS my hand and Notarial Seal the day and year aforesaid.
103-15
East Mound Public.

FILED AND RECORDED SEPTEMBER 17" 1954 at 9:40 A.M.

This Mortgage, Made this 1678 day of SECTEMBER in the
year Nineteen Hundred and fifty - four by and between
Harry W. Young and Lavonne L. Young, his wife,
of Allegany County, in the State of Maryland, partles of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Unbercas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Flaven Thousand Five Hundred Fifty & 00/100 (*11550.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following: By the payment of Ninety-one & 36/100 _Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance. said principal sum. The granting of said advance.

HOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following parcel of land situated on the southeasterly side of the Bedford Road, just beyond Nave's crossroad about 2 miles easterly from the City of Cumberland in Election District No. 23 (formerly No. 5) of Allegany County, Maryland, and more particularly described as follows:

Beginning at the end of the third line of the parcel of land as excepted in the deed from Regina C. Lippold (widow of Joseph Lippold, deceased) et al to Edward Lippold, dated Novembar 8, 1924, and recorded in Liber No. 148, folio 588, one of the Land Records of Allegany County, Maryland, which said parcel was excepted and designated as the land to be conveyed to Henry P. Lippold, and running then by the approximate center of the Old Bedford Roed, most of which roed to the extent of the Lippold property is now occupied by the right of way of the Evitte Creek Water Company, the following 11 courses and distances: North 442 degrees Tast 95 feet to a stake; North 46 degrees Eest 182 feet; North 114.5 feet; North 152 degrees Eest 128.5 feet; North 42-3/4 degrees East 211 feet; North 321 degrees East 211 feet; North 21-3/4 degrees East 94 feet; North 15 degrees East 178.5 feet;

North 20 degrees East 95.7 feet; North 26½ degrees East 199 feet and

North 34½ degrees East 390 feet; then leaving said road and said right of
way and running then by part of the former Sarah Valentine land South 62
degrees East 350 feet to an iron bar on the easterly side of the summit
of a woodland hill; then South 45½ degrees West 295 feet to a stake; then
South 36½ degrees West 1089 feet to a stake; then South 17 degrees West
298 feet to an iron stake witnessed by twin white oak saplings and by a
pine on land of Henry P. Lippold and wife; then by said land North 69
degrees West 346.5 feet to the beginning; containing 10.743 acres, including the aforesaid right of way.

Being the same property which was conveyed unto the parties of the first part by deed of Pearl M. Lippold et al, dated November 3, 1950, and recorded in Liber No. 231, folio 567, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from tlme to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But In case of default being made In payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or In any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the sald mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland which sald sale shall be at public auction for cash, and the proceeds arising from such

LIBER 307 PAGE 233

sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Five Hungred Fifty & 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of sald property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors; for themselves and their heirs, and personal representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage. and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended her

IHitness, the hand and seal of said mortgagors .

Herry W Young [SEAL]

La Vonne L. Young [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby rertify, That on this 16 TH day of SEPTEMBER

in the year nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry W. Young and LaVonne L. Young, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITHTESS my hand and Notarial Seal the day and year aforesaid.

Colored & Value Notary Pu

Mysee Hustpt md

FILED AND RECORDED SEPTEMBER 17" 1954 at 10:30 A.M. Purchase Money

This Hartnane, made this tenth day of September----, in the year Nineteen Hundred and fifty-four, by and between James G. Raines, Jr. and

Gladys M. Raines, his wife, of Allegany County, State of Maryland.

hereinafter called Mortgagor a, which their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of eight hundred _______ Dollars (\$ 800.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the 10th, day of September , 19 54 and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland. The proceeds of said loan to be applied to the purchase of the herein mortgaged property.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$25.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the loth, day of September 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All those two certain lots of ground known as lots numbers twenty and twenty one as laid off on the plat of the village of New Franklin in Allegany County, maryland near to the town of Westernport, the said two lots each fronting 53 feet on the East side of the County Road, and being the same property which was conveyed unto the parties of the first part herein by deed from Panay Mae Brennan, single, dated September 7, 1954, which deed is to be recorded among the land records of Allegany

County, "aryland at the same time as the recording of this purchase money AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtchances thereunto belonging or in anywise appertaining. PROVIDED that if the said Mortgagors—shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the mcantime shall perform all the covenants herin on theirpart to be performed, then this mortgage shall be void. AND IT IS AGREED, that until default be made in the premises, the said Mortgagor 8 may occupy the aforcsaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thercon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable. BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, aryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling. The proceeds arising from such sale shall be applied: first, to the payment of all expenses The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors—to the person advertising. AND the said Mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least eight hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or predollars. * \$ 800.00 miums for said insurance when due. WITNESS the hand and seal of said Mortgagors Charles Laughlin STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this /Oth day of September ----, in the year 1954 , before me, the subscriber, a Notary Public ----- of the State of Maryland, in and for said County, personally appeared, James G. Raines, Jr. and Gladys M. Raines, his wife----the within named Mortgagors , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President ____of said Mortgagee, duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year last above written. Charles & Fan

FILED AND RECORDED SEPTEMBER 17" 1954 at 11:35 A.M.

This Murtgage, Made this_	17 6	day of	Geptember,
in the year Nineteen Hundred and Fifty_			
Carl H. Buell and Evelyn	R. Buell,	his wife,	
of Allegany	County, in	n the State of	Muryland,
parties of the first part, hereinafter calciation, Incorporated, a corporation incorporated Allegany County, in the State of Maryland, WITNESSETH:	orated under th	e laws of the	State of Maryland, of
Wheears, the said mortgagee has	s this day loane	d to the said m	ortgagors , the sum of
TWKNTY-SL	A HUNDRED		Dollars,
which said sum the mortgagor s agree from the date hereof, at the rate of six per	to repay	in installments	with interest thereon
By the payments of on or before the first day of each and ever principal sum and interest shall be paid, v	y month from t	the date hereof,	until the whole of said

The due execution of this mortgage having been a condition precedent to the granting of said advance.

and the said installment payments may be applied by the mortgagee in the following order: (1) to

the payment of interest; and (2) to the payment of the aforesaid principal sum.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground lying on the Last side of Thomas Street, Cumberland, Allegany County, Maryland, and being part of a lot of ground conveyed by and described in a deed for the same from James J. McHenry, Trustee, to the queen city Perpetual Building Association of Cumberland, Maryland, dated the 8th. day of April, 1884; and recorded among the Land Records of Allegany County, Maryland, in Liber No. 61, Solio 37, and beginning for the part conveyed at the end of 50 feet on the first line of said whole lot described in said deed, it being on the Last side of said Thomas Street, and running thence northerly with said first line alon the Last side of said Street 50 feet to the end thereof, it being to a 35 foot street; thence eastwardly with the second line of said whole lot along the southerly side of said 35 foot street, 104 feet to the end of the second line of said whole lot; thence

Southerly with the third line of said whole lot as described in said deed to the end of 50 feet on said third line, then across said whole lot by a straight line to the BLGINGING.

This being the same property which was conveyed by charles M. Fisher, unmarried, unto the said Carl H. Duell and Evelyn M. Buell, his wife, by deed dated the same day as this mortgage herein and recorded among the Land mecords of allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a frame dwelling house of two stories consisting of 7 rooms and bath with hot-air furnace heat, stone foundation and is partially covered with artifical brick and is known as No. 200 Thomas Street, Sumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of five Hunfred (4000) Lollars nor to e made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Gode of Maryland.

The said mortgagor S hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the aforesald parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgager S, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making sald sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagors , thair representatives, heirs or assigns.

Bno the said mortgagor s, their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

THENTY-SIA HUNDRED in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor S to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-, other than the mortgagorS , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Hitness, the hand and seal of the said mortgagor s.

Attest;
Novacie a. Crabtice (SEAL)

Carl A. Buell (SEAL)

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 1706. day of September,

in the year nineteen hundred and fifty four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl H. Buell and Evelyn R. Buell, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards. Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Localic A. Garage

To Myse Coly 1955

UBER 307 PAGE 239

FILED AND AECOADED SEPTEMBER 17" 1954 at 3:30 P.M.

This Mortgage, Made this 120%

day of

Seitember in the year nineteen hundred and fifty-for

(30)

in the year nineseen numbers and

, by and between

Glenn D Kerr and Dorothy L. Ker . his wife.

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Glenn D Kerr and Dorothy L Kerr, his wife.

This mortgage is executed to secure part of the purchase money for the property hereby conveyed and is, therefore, a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Glenn D. Kerr and Dorothy L Kerr, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in or near the City of Comberland. Allegany County, Maryland, known and designated as Lot No. thirty-six (36) of Block Number Ten (10) of Rose Hill Addition to the City of Cumberland, Maryland, fronting 20 feet 3 inches on Arnett Terrace and 57.4 feet on Paca Street, a plat of said Addition with course and distances being recorded in Liber 97 of the Land Records of Allegany County, Maryland

It being the same property which was conveyed into the said Mortgagors by Ethel N. Dawson, widow, by deed dated the 10th day of September, 1954, and to be duly filed for record among the Land Records of Allegany Cointy.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five H ndred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the fill amount of any sich advance is ised for paying the cost of any repair alterations or improvments to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Sleve D. Kerr. (SEAL)

Glenn D. Kerr

Sustly L. Kerr (SEAL)

Dorothy V. Kerr

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this / May of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Glenn D Kerr and Dorothy L Kerr, his wife.

acknowledged, the foregoing mortgage to be their each

deed; and at the same time, before me, also personally appeared Charles A. Pirer.

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A Pirer,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Gerasistes Notary Public



FILED AND RECORDED SEPTEMBER 20" 1954 at 12:45 P.M.

This Morigage, Made this 15th day of September

in the year Nineteen Hundred and Fifty -four by and between

Robert B. Mathews and Nellie E. Mathews, his wife,

Allegany County, in the State of Maryland parties of the first part, and Charles H. Wickard

of Allagany County, in the State of Maryland

part y of the second part, WITNESSETH:

Wilbercas, the said party of the second part has this day loaned unto the said parties of the first part the full and just sum of Seven thousand (\$7,000.00), thereceipt of which is hereby acknowledged, which said sum the said parties of the first part

do hereby agree to repay to the said party of the first part within three years from the date hereof, together with interest thereon at the rate of four and one-half $(4\frac{1}{2})$ per cent. per annum, due and payable/annually, accounting from the date hereof.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the southerly side of Walnut Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. Two on the plat of the Sub-division of the property of Florence

1. Martz on Walnut Street, and particularly described as follows:

BEGINNING for the same on the southerly side of
Walnut Street at the end of the first line of Lot No. One, and
running themse with the southerly side of said street, North 61 degrees

30 minutes West 25 feet, them South 28 degrees 30 minutes West 171 and 86/100 feet to the northerly side of an alley, them with the northerly side of said alley, South 58 degrees 46 minutes East 25 and 5/100 feet to the end of the second line of Lot No. One, them with said second line reversed, North 28 degrees 30 minutes East 173 and 5/100 feet to the beginning.

It being the same property that was conveyed to the said parties of the first part by Florence I. Martz, by deed dated the 20th day of July, 1937 and recorded among the Land Records of Allegany County, Maryland in Liber 178, folio 259.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their				
heirs, executors, administrators or assigns, do and shall pay to the said				
party of the second part, his				
executor , administrator or assigns, the aforesaid sum of				

----Seven thousand (\$7,000.00) Dodlars

together with the interest thereon, as and when the same shall become	due and payable, and i
the meantime do and shall perform all the covenants herein on	heir part to b
performed, then this mortgage shall be void.	
And it is Agreed that until default be made in the premises,	the said
parties of the first part	
man hall and the state of the	
may hold and possess the aforesaid I the meantime, all taxes, assessments and public liens levied on said pro-	
mortgage debt and interest thereon, the said parties of the	
The same of the sa	TITSI PARI
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt	aforesaid, or of the in
terest thereon, in whole or in part, or in any agreement, covenant or conthen the entire mortgage debt intended to be hereby secured shall at once	dition of this mortgage become due and payable
and these presents are hereby declared to be made in trust, and the said.	
party of the second part, his	
heirs, executors, administrators and assigns, or Harold E. Naughton	
his, her or their duly constituted attorney or agent, are hereby authorized	and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much there and to grant and convey the same to the purchaser or purchasers thereof	as may be necessary
or assigns; which sale shall be made in manner following to-wit: By	, his, her or their heir giving at least twents
lays' notice of the time, place, manner and terms of sale in some newspa	per published in Cum
berland, Maryland, which said sale shall be at public auction for cash, and	the proceeds arising
from such sale to apply first to the payment of all expenses incident to axes levied, and a commission of eight per cent. to the party selling or ma	such sale, including al
o the payment of all moneys owing under this mortgage, whether the sai	me shall have been ther
natured or not; and as to the balance, to pay it over to the said	
parties of the first part, their	
n case of advertisement under the above power but no sale, one-half of	the above commission
hall be allowed and paid by the mortgagors, their representa	tives, heirs or assigns.
And the said parties of the first part	
Ento the said parties of the first part	
	_further covenant to
nsure forthwith, and pending the existence of this mortgage, to keep insu	red by some insurance
company or companies acceptable to the mortgagee or his	
ssigns, the improvements on the hereby mortgaged land to the amount of	at least
Seven thousand nd to cause the policy or policies issued therefor to be so framed or endor	Dollars,
inure to the benefit of the mortgagee, his heirs of	
1. * = -:	
with her of claim neredicer, and	
plicies forthwith in possession of the mortgagee , or the mortgagee may	
nd collect the premiums thereon with interest as part of the mortgage de	bt
Thittess, the handsand seasof said mortgagors.	
ttest:/	
Hard C. Parelita Robert Po 11.	
	Mathern
Robert B. Ma	lathern thows
fares C. Toughton Robert B. Mar	thows
Jarle C. Pauglin Nellie E. Ma	thews [SEAL] thews
Jarle C. Pauglelin Nellie E. Ma	thews [SEAL] thews [SEAL]
Jarle C. Paugletin Nellie E. Ma	thews

LIBER 307 PAGE 244

State of Maryland,
Allegany County, to-wit:
I hereby rertify. That on this State day of September in the year nineteen Hundred and Fifty-four , before me, the subscriber. a Notary Public of the State of Maryland, in and for said County, personally appeared
Robert B. Mathews and Nellie E. Mathews, his wife,
and they acknowledged the aforegoing mortgage to be their
act and deed; and at the same time before me also personally appeared
 Charles H. Wickard the Thirmamed mortgagee, and made oath in due form of law, that the consideration in said mort age is true and bona fide as therein set for forth.
WITNESS my hand and Notarial Seal the day and year aforesaid. Elizabeth Philson
Notary Public.

impared and Manton Welivered mis : Ges N. Regge and God 8: 19 54

FILED AND RECORDED SEPTEMBER 20" 1954 at 11:50 A.M.

purchase money

inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thereas, the said mortgages has this day loaned to the said mortgagors, the sum of Eleven Thousand Seven Hundred & 00/100 - - (\$11,700.00) - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of ber cent. per annum, in the manner following:

By the payment of Seventy-four & 01/100 - - (\$74.01) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, piece or parcel of ground situated in LaVale, Allegany County, Maryland, known as Lot No. 3 in Woodland Addition, said Lot No. 3 being more particularly described by metes and bounds, as follows, to-wit:

Beginning at a point on the northerly side of the National Highway at the end of the first line of Lot No. 2 in said addition and running then South 43 degrees 38 minutes West 51.25 feet to a point at the end of 25 feet in the second line of the second parcel of land, conveyed to the National Real Estate Company of Allegany County, Maryland, by Jacob Gerlach and wife by deed dated December 31, 1919 and recorded in Liber No. 132, folio 580 of the Land Records of Allegany County, Maryland, then with part of said second line North 43 degrees 30 minutes West 172.33 feet to the seutherly side of a fifteen foot alley, then with said alley North 42 degrees 30 minutes East 45.83 feet to the end of the second line of Lot No. 2, then with said second line reversed South 45 degrees 18 minutes East 173 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Fyock and Arlene M. Fyock, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt ing the costs of any repairs, alterations or improvements to the mortgaged property as provided amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so ndvanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shail be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that **Lhey** will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters. privileges and appurtenances thereunto belonging or ln anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bind it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arlsing from such sale to apply first, to the payment of all expenses Incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Flaven Thousand Saven Hundred & 00/100 - - (\$11,700,00 Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or clalm hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any officer way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of sald property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of sald buildings or an increase in the amount of security, or the immediate repair of the debt hereby secured and the failure of the mortgage. And at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and publis of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgaged's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgage's wr

Donald W. Ridgeley [SEAL]
Esther E. Ridgeley
State of Maryland,
Allegany County, to-wit:
I hereby certify. That on this 16 TH day of SEPTEMBER
in the year nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
Donald W. Ridgeley and Esther E. Ridgeley, his wife,
the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
WITNESS my hand and Notarial Seal the day and year aforesaid. All All All All All All All All All Al
sent gegge eng
PILED AND RECORDED SEPTEMBER 20" 1954 at 11:50 A.M. purchase money This Mortgage, Made this 17 TH day of SEPTEMBER in the year Nineteen Hundred and fifty -four by and between Carl Lee No Intyre and Lucille C. No Interest in the
of Allegany County, in the State of Maryland, participant, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgages.
WITNESSETH:

Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of

Fight Thousand One Hundred Fifty & 00/100 - (\$8150.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{L_2^2}{2}$ per cent. per annum, in the manner following:

By the payment of Fifty-one & 56/100 - - - (\$51.56) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or percel of ground situated on the westerly side of Pear Street, in the City of Cumberland, Allegany County, Maryland, comprising perts of Lots Nos. 5 and 6, in Hook's Fourth Addition to Cumberland, a plat of which said addition is recorded in Liber No. 2, folio 169 one of the Land Fecords of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning for the same on the westerly side of Pear Street at a point distant North eighteen and three-fourths degrees East one hundred and sixty-three feet from the intersection of the northerly side of Columbia Avenue with the westerly side of Pear Street, and running then with the westerly side of Pear Street, South eighteen and three-fourths degrees West thirty feet, then parallel with Columbia Avenue, North seventy-one and one-fourth degrees West sixty-six feet to the easterly side of Clay Alley; then with said side of said alley, North eighteen and three-fourths degrees East thirty feet and then parallel with Columbia Avenue, South seventy-one and one-fourth degrees East sixty-six feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Gertrude A. Hixson, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, 'the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-haif of the above commission shall be ailowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Eight Thousand One Hundrad Fifty & 00/100 = ____ Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its iten or ciaim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of ail iems for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date ail governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager is to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage. And at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hoider of this mortgage in any action to foreciose it, shail be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagers, without consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of and principal sum shall immediately become due and owns.

Attest:

Carl Lee McIntyre

Carl Lee McIntyre

Carl Lee McIntyre

Carl Lee McIntyre

State of Maryland,

Allegany County, to-wit:

I hereby rertify. That on this 17TH day of SEPTEMBER
in the year nineteen Hundred and Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl Lee McIntyre and Lucille C. McIntyre, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIZNESS my hand and Notarial Seal the day and war aforesaid.

Notary Pu

To Myse Hastpt Ital

FILED AND RECORDED SEPTEMBER 21" 1954 at 11:25 A.M.

This Morigane, made this twentieth day of September ---- , in the year Nineteen Hundred and fifty four , by and between Harriet White Trenum, single

of Westernport, Allegany County, Maryland-----

xpression shall include her heirs, personal representatives, successors and assigns where he context so admits or requires, of Allegany County, State of Maryland, party of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee , which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

LIBER 307 PAGE 251

paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said ioan is evidenced by the promissory note of the said Mortgagor, dated the 20th day of September, 19 54 and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor—shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$_20.00_each month. The said monthly payments to be applied first, to the phyment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the LCth. day of September. . . 19 64 notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgager. , its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor—do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain parcel of land known and numbered as Lot No. 6 on the plat of New Franklin, in Allegany County, Maryland, adjoining the town of Westernport, fronting 50 feet on the Mast side of the County Road leading from Westernport to Barton, and being the same lot of ground which was conveyed unto the said Harriet White frenum by deed from Dennis Collins and others, dated April 2, 1946 and of record among the land records of Allegany County, aryland in Liber No. 20 8 Folio 222. To which deed so recorded a reference is hereby made for a more

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor—shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on her—part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant as to pay when legally demandable.

BUT IN CASE defauit be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be soid for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parceis, as may be deemed advisable by the person selling.

The proceeds arising from such saie shall be applied: first, to the payment of all expenses incident to such sale. including taxes, and a commission of eight per cent to the party making said saie: secondly, to the pnyment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor

In case of advertisement under the above power, but no sale, all expenses and one-haif of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor

to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least Fifteen hundred

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

Harriet white Tremundal

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 20th, day of September , in the year

1954, before me, the subscriber, a Motery Fublic of the State of Maryland,
in and for said County, personally appeared, Island Harriet White Trenum,
single and acknowledged the foregoing mortgage to be her yoluntary
act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth,
the President of The Citizens National Bank of Westernport, Maryland, the within named
Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona
fide as therein set forth and that he is the President of said Mortgagee, duly authorized
to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

interest 1 m 3

FILED AND RECORDED SEPTEMBER 21" 1954 at 12:15 P.M.

This Marigage, Made this 2074 day of Seprenses in the
year Nineteen Hundred and fifty-four by and between
Charles A. Garrett and Olia B. Garrett, his wife,
of Allegany County, in the State of Maryland, particle of the first part, here-inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH: Undereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Wildereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fighty-four Hundred & 00/100 - - - - (\$8400.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-six & 13/100 - - - (\$66.13) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand







paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Lynn Street known and designated as parts of Lots Nos. 22, 23, 26, 25 and 26, Block No. 9 in Rose Hill addition to Cumberland, Allegany County, Maryland, a plat of which said property is recorded in Plat Case Box No. 94 among the Land Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same on the northerly side of Lynn Street at its intersection with the westerly side of a 12 foot alley, said beginning point being also at the end of the 3rd line of Lot No. 25, Block No. 9 in said addition, and running then with said alley North 7 degrees 25 minutes Vast 127.56 feet to the southerly side of a 10 foot alley, then with said 10 foot alley and parallel to Patterson Avenue South 82 degrees 8 minutes West 73.86 feet to a point at the end of 105 feet on the 2rd line of Lot No. 23, Block No. 9 in said addition, then with part of said 2rd line reversed North 7 degrees 52 minutes West 5 feet to the end of the 2rd line of the property conveyed by the Beal Estate and Security Company to Grace L. Gonder by deed dated August 16, 1910 which is recorded in Liber No. 106, folio 538 one

of the Land Records of Allegany County, Maryland, and running then with the 3rd line of said Gonder deed South 82 degrees 8 minutes West 50 feet to a roint on the 2rd line of Lot No. 21, Block No. 9, in said addition, then with said 2rd line of Lot No. 21, South 7 degrees 52 minutes East 105.3 feet to the northerly side of Lynn Street, and then with said street South 82 degrees 40 minutes East 93.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by 2 deeds, the first dated September 1, 1953 from the County Commissioners of Allegany County, Maryland, which is recorded in Liber No. 253, folio 576 Allegany County Land Records, and the second from George Henderson et al, dated September 23, 1953, recorded in Liber No. 253, folio 374 Allegany County Land Records.

[&]quot;And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 925 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or

wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional coliateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

TOGCTDET with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Fighty-four Hundred & 00/100 - - (\$8400.00) - - - Dollars</u> and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successora and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage, under the terms and conditions herein set forth.

In consideration of the premises the mortgagora, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged maperty, on this mortgage or note, or in any other way from the indebtedness secured by this mortgagors to keep the buildings on said property, mortgagors to keep the buildings on said property in demand the immediate repair of said buildings or an immediate repayment of the debt hereby secured and the mortgagee may without mortgage, and at the option of the mortgagee, immediate repayment of the mortgagee may, without mortgage, and apply for the appointment of a receiver of this mortgage in any action to foreclose it, shall be entire principal and interest the proceedings to foreclose this fer provided; (3) and the holder without regard to the adequacy of collect the rents and profits of said

promises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagers, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgager's written consent, or should the same be enumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgager's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Mitness, the hand and seal of said mortgagors.

Attest: Charles a Garrett SEAL Milliam Harman - Olia B. Sannett ISEAL (Lin B. Gerrett)

STATE OF MARYLAND

ALIFGATY CCTYTY

to-wit:

I HTREBY CORTIFY, That on this <u>20 fh</u> day of September, 1756, before i.e, the subscriber, a Motary Public of the State of Maryland, in and for said County, personally appeared Olia B. Garrett and she acknowledged the aforegoing instrument of writing to be ner act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

**Notar



State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 20TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles A. Garrett, one of

the said mortgagors herein and he acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITSESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND ASCORDED SEPTEMBER 21" 1954 at 12:15 P.M. PURCHASE MOREY

This Marinage, Made this 20TN day of SEPTEMBER in the
year Nineteen Hundred and Tank Fifty-four by and between
Walter H. Geiger and Mellie P. Geiger, his wife,
of Allegany County, in the State of Maryland
part 105 of the first part, hereinafter called mortgagors , and First Federal Savings and Loan
Association of Cumberland, a body corporate, incorporated under the laws of the United States of
America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:
Wibereas, the said mortgagee has this day loaned to the said mortgagor s , the sum of

Sixteen Thousand Five Surdred & 00/100 - - - (\$16,500.00) Dollars, which said sum the mortgagor a agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Eight & 90/100 - (\$108,90) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lot, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as Lot Nos. 108 and 109 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a concrete monument, said concrete monument being at the intersection of the southerly side of LaVale Court with the westerly side of Atlantic Avenue, and running then with said side of Atlantic Avenue South 43 degrees 28 minutes West 162.6 feet to an iron pin stake at the intersection of said side of Atlantic Avenue with the northerly side of LaVale Annex, then with said side of LaVale Annex North 44 degrees 20 minutes West 94.8 feet to the end of the division line between Lots Nos. 109 and 110 in said addition, then with said division line North 41 degrees 40 minutes East 162.5 feet to the southerly side of LaVale Court, and then with said side of LaVale Court South 48 degrees 20 minutes East 100 feet to the place of beginning.

being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife,

of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do

covenant that they will execute such further assurances as may be requisite.

Coacther with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1rpart to be performed, then this mortgage shall be void.

And it is Harced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or <u>George W. Legge</u>, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to seli the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such saie to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shail

have then matured or not; and as to the baiance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand Five Mundred & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagers, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recelpts evidencing the payment of all isensity imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on anid property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor z to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this

LIBER 307 PAGE 258

mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage are property by accounted by any person, persons, partnership or corporation. gaged property be acquired by any person, persons, partnership or corporation , other than the mortgagor , by voluntary or involuntary grant or assignment, or in any other manner, without

the mortgagee's written consent, or should the same be encumbered by the mortgagor s the mortgagee's written consent, or should the same be encumbered by the mortgagor \$,Uneir heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days. for thirty consecutive days.

Biturss, the hand and seal of the said mortgagor E.

Attest:

Maller H. Gelger (SEAL)

Meller H. Gelger (SEAL)

Mellie F. Gelger (SEAL)

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 20 TH day of SEPTEMBER

in the year nineteen hundred and army Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared

Waiter H. Geiger and Nellie P. Geiger, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

To Myse Pied mont It a

LIBER 307 PAGE 259

FILED AND ALCORDED SEPTEMBER 21" 1954 at 8:30 A.M.

This Murigage, Made this Third day of September.

in the year Nineteen Hundred and Fifty - four -----, by and between PAUL E. MICHAELS and EMMA GLENDINE MICHAELS, his wife, ------

RECORDATION TO

of Westernport, Allegany ----- County, in the State of Maryland, ----parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,



party of the second part, WITNESSETH:

Wilbertan, the said Paul E. Michaels and Emma Glendine Michaels, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of SIXTEEN HUND-RED AND FIFTY (\$1650.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of SIXTEEN HUNDRED AND FIFTY (\$1650.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK;

All of the following described real estate located and situated in Westernport, Allegany County, Maryland, near Greene's Highland Park Addition, to wit:

BEGINNING at a peg at the Southeast corner of the intersection of Duckworth and Likens Streets at the end of a line drawn North 87 degrees East Thirty (30) feet from the Northeast corner of a lot owned by Charles W. Duckworth, and running with said Duckworth Street South 3 degrees West Sixty (60) feet to a peg, and then running along parallel with Likens Street Sixty (60) feet throughout for a distance of 222.7 feet, more or less, being a strip of land along Likens Street Sixty (60) feet in width and 222,7 feet in length, more or less; and being the same property which was conveyed unto the said Paul E. Michaels by William A. Ryan and Daisey L. Ryan, his wife, by Deed, dated July 5th, 1940, and recorded among the Land Records of said Allegany County, Maryland, in Liber No. 190, felio 61, to which said Deed and the Deeds therein mentioned for a more particular description of the preperty hereby conveyed reference is hereby specially made.

\$ n.e.

All coal and other minerals reserved herefrom as reserved in prior Deeds.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

And it is Agreed that until default be made in the premises, the said parties of

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the Interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the sald

Н

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald parties of the first part,

part, ----heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

Mitness, the hand and seal of said mortgagors

LIBER 307 PAGE 261

	Bened Maybury of Faul & Michaels [SEAL]
	STITE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT I hereby certify, That on this 4th day of September.
	in the year nineteen Hundred and Fifty -four . before me, the subscriber, of west Virginia a Notary Public of the State of Maryland, in and for said County, personally appeared Paul E. Michaels and Emma Glendine Michaels, his wife
	and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared J. B. Determan.
	Cashier of THE FIRST NATIONAL B.NK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said
-	mortgage is true and bona fide as therein set for forth. WHTNESS my hand and Notarial Seal the day and year aforesaid.
	Fully 7th 1961 Bunsel Mayling gr. Notar Public.

FILED AND AGO HOED SEPTEMBER 21" 1954 at 1:10 P.M.

This Morigage, Made this — work — day of

September,

in the year nineteen hundred and

by and between

Edward D. Cooper and Evelyn V. Cooper, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee, Witnesseth:

said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars for which they have given their promissory note of even date herewith, payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Forty (\$1,0.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

ı

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, seil, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that parcel of ground in Cua erland, Allegany County, Maryland, in the Southern Addition of the Cumberland Improvement and Investment Company, known as Lot No. 149, and more particularly described as follows:

Lot No. 149 begins on the West side of Race Street at the end of the first line of Lot No. 148 and runs thence with Race Street, North 18 degrees 34 minutes East 42.5 feet to a point where the West side of Race Street intersects the South side of Second Street; then with Second Street, North 71 degrees 26 minutes West 100 feet to the East side of Wendell Alley; then with said Alley, South 18 degrees 34 minutes West 42.5 feet to the end of the second line of Lot No. 148; and reversing said line, South 71 degrees 26 minutes East 100 feet to the beginning.

Being the same property conveyed by Wilbur C. Cooper to the said Edward D. Cooper et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made

To have and to hald the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Fronties, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of — —Four Thousand (\$\\daggeq\$, \$\(\pa_1\),000.00) — — — — — dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent, to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - Four Thousand ($\text{Ch}_{2},\text{OOO}_{*}\text{OO}) -$ - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective partiethereto.

#tturss, the hands and seals of said Mortgagors

State of Maryland, Allegany County, to-mit: (SEAL)

3 hereby Certify, that on this - 20 Hb - day of September, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Edward D. Cooper and Evelyn V. Cooper, his wife,

and acknowledged the aforegoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Bu Bifness whereof I have hereto set my hand and affixed my Notarial Seal the day

Notary Public



FILED AND RECORDED SEPTEMBER 21" 1954 at 9:20 A.M.

This Mortgage, Made this

20 Th

day of

September in the year nineteen hundred and

fifty-four

, by and between

Lawrence G. Day and Eunice Lee Day, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Lawrence G. Day and Eunice Lee Day, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Hundred (\$1500.00) - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Lawrence G. Day and Eunice Lee Day, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots located in the City of Cumberland, Allegany County and State of Maryland, and known as Lot No. 225 and one-half of Lots No. 224 as designated on the plat of Welch Home Third Addition and particularly described as follows:

BEGINNING at a peg on the North side of Frederick Street at the end of the first line of Lot Number 225 and reversing said first line of Lot No. 225 of said Addition, with Frederick Street, South 37 degrees 20 minutes West 37½ feet to the middle of Lot No. 224 of said Addition, thence North 52 degrees 40 minutes West 138 feet to a 12-foot alley and with said alley, North 37 degrees 20 minutes East 37½ feet to the end of the second line of said Lot No. 225 of said Addition, and with said line reversed, South 52 degrees 40 minutes East 138 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Clarence R. Jones and wife, by deed dated the lst day

of March, 1946, and recorded in Liber No. 207, folio 465, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Pifteen Hundred (\$1500.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several beirs, executors, administrators, successors or assigns, of the respective parties thereto. LIBER 307 PAGE 266

WITNESS, the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 20 day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Lawrence G. Day and Eunice Lee Day, his wife,

acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Sorley Publi

FILED AND RECORDED SEPTEMBER 21" 1954 at 3:20 P.M.

This Mortgage, Made this ___ 2157: _

September in the year nineteen hundred and fifty-four

, by and between

П

П

William L. Schute and Walburga E. Schute, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

William L. Schute and Walburga E. Schute, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seventeen Hundred Fifty (\$1750.00) - - - - - - - - Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William L. Schute and Walburga E. Schute, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate on the Easterly side of Bedford Street extended, in the City of Cumberland, in Allegany County. Maryland, described as follows, to-wit:

BEGINNING for the same on the Easterly side of Bedford Street, distant 38-6/10 feet on the first line of the whole lot conveyed to Clara L. Gurley by George F. Gephart and wife by deed dated November 19, 1907, and recorded among the Land Records of said Allegany County, in Liber No. 100, folio 193, and running thence with part of the first line of said deed, and with the Easterly side of Bedford Street, North 31 degrees 15 minutes East 36½ feet, then crossing the whole lot, South 58 degrees 10 minutes East 108-3/10 feet to the Westerly side of Olive Alley, and with said side of said Alley, South 39 degrees 10 minutes West 36½ feet to intersect a line drawn South 58 degrees 30 minutes East from the place of beginning, then reversing the said intersecting line, North 58 degrees 30 minutes West 10303/10 feet to the place of beginning.

EXCEPTING, HOWEVER, all that part of the above described property which was conveyed by George R. Hughes, Trustee, to Albert M. Kerns, Jr. and Ruby S. Kerns, his wife, by deed ated June 3, 1952, and recorded in Liber No. 241, folio 203, one of the Land Records of Allegany County.

The property now owned by the said Mortgagors and intended to be conveyed by this Mortgage is No. 633 Bedford Street, Extended.

It being the same property which was conveyed unto the said Mort-gagors by George R. Hughes, Trustee, by deed dated June 2, 1952, and recorded in Liber No. 241, folio 189, of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred F1fty (\$1750.00)Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Fifty (\$1750.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William L. Schute (SEAL)

Thomas L Keech

Melfurge E. Schute

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2/sr. day of

September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

William L. Schute and Walburga E. Schute, his wife,

and each acknowledged, the foregoing mortgage to be their

act and

Н

deed; and at the same time, before me, also personally appeared Charles A. Piper

President of The Liberty Trust Company, the within named mortgages and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
anid Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Read Siebert

LIBER 307 PAGE 269

To Miger Fronthey Md Nev 3 54

FILED AND RECURDED SEPTEMBER 24 " 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 23rd. day of Something Section of the Section of Section 11 the Section of the Section	
of Mt. Savage, Allegany County , in the Savings Bank of Frostburg, allegany County, Marylan	State of Maryland, Mortgagor ^S , and THE FIDELITY ND, Mortgagee.
WHEREAS, the said Mortgagors are justly Indebted unto	the Mortgagee in the full and just sum of
	60/00 _{(\$} 710.60)
which is to be repaid in - 24 - consecutive monthly installment the date hereof at the office of the said Mortgagee.	
NOW, THIS MORTGAGE WITNESSETH. That in consideration a Mortgagor S do grant, assign and convey unto the sald Mortgagee, its s	of the premises and of the sum of One Dollar, the said successors and assigns in fee simple all that lot of ground
and premises located in Election Dist. No. 13, Allegany	
RFT No. 1, Box 53, (Calle Hill) Mt. Savage, Maryl	
and more fully described in a Deed from Matthew J. Mullaney,	
recorded among Land Records of Allegany County, Maryland	
TOGETHER with the buildings and improvements thereupon, and and advantages thereto belonging or in anywise appertaining.	i the rights, alleys, ways, waters, privileges, appurtenances
TO HAVE AND TO HOLD the said lot or parcel of ground with said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGAY forever, provided that if the said Mortgagers, their heirs, experience to be paid to the said Mortgagee, its successors and assigns the assand when the same shall become due and payable and, in the meantimetric their part to be performed, then this mortgage shall be void.	NY COUNTY, MARYLAND, its successors and assigns, eccutors, administrators or assigns, do and shall pay a forest and labely the country to the country of the
AND, it is agreed that until default be made in the premises the sai property upon paying in the meantime all taxes and assessments levied of interest thereon said Mortgagor 8 hereby covenant to pay when leg	on said property, all of which taxes markenes dobt and
AND, the said Mortgagor 8 further covenant to keep the Imagainst loss by fire and other hazards as the said Mortgagee may from the company acceptable to the Mortgagee to the extent of its lien thereon and	me to time require for the way of the Menter !
But in case of any default or violation of any covenant or conditions and the mortgages, its successful to the common due and payable, and the Mortgages, its successful the attention of a gent, are hereby empowered, at any time thereat necessary, and to convey the same to the purchaser, or his, her or their he giving at least twenty days' notice of the time, place, manner and terms of Maryland, which sale shall be at public auction for cash and the processall expenses incident to the sale, including taxes, and a commission of eight to the payment of all monies owing under this mortgage, whether the same to pay it over to the Mortgagor and it is not payable to the Mortgagor and it is not payable to the Mortgagor and it is not payable.	casors or assigns, or Albert A. Doub, its, his or their duly ifter, to sell said property, or so much thereof as may be eirs or assigns; which sale shall be made as follows: By of sale in some newspaper published in Allegany County, seeds arising therefrom to apply: first, to the payment of ght per cent (8%) to the party making said sale; secondly, he shall have been matured or not; and as to the balance.
WITNESS our hand 8 and seal 8	27
	way W. 5 zow (SEAL)
	Harry W. CROW
ATTEST:	(SEAL)
Ralph M. Race	argeret a. Irow (SEAL)
/ Ralph M. Race	Margaret A. CROW
•	
STATE OF MARYLAND,	
ALLEGANY COUNTY, to-wit:	
	September, 1954
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. day of	lly appeared, before me,
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. the subscriber, a Notary Public of the State and County aforesaid, personal Harry W. CROW & Margaret A. CROW, the Mortgagor's named in the aforegoing mortgage and they ack At the same time, also appeared MILLIGANY COUNTY, MARYLAND, and made oath in due form of law the	his wife, nowledged the aforegoing mortgage to be their act.
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. the subscriber, a Notary Public of the State and County aforesaid, personal Harry W. CROW & Margaret A. CROW, the Mortgagor's named in the aforegoing mortgage and they ack At the same time, also appeared MILLIGANY COUNTY, MARYLAND, and made oath in due form of law the	his wife, nowledged the aforegoing mortgage to be their act. THE FIDELITY SAVINGS BANK OF FROSTBURG, that the consideration set forth in said mortgage is true
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. the subscriber, a Notary Public of the State and County aforesaid, personal Harry W. CROW & Margaret A. CROW, the Mortgagor's named in the aforegoing mortgage and they acknowledge the subscriber of Tallegany County Marylands and Treasurer of Tallegany County Marylands, and made oath in due form of law thind bons fide as the felin set forth. AS WITNESS my hand and Notarial Seal.	his wife, nowledged the aforegoing mortgage to be their act. THE FIDELITY SAVINGS BANK OF FROSTBURG, that the consideration set forth in said mortgage is true
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. the subscriber, a Notary Public of the State and County aforesaid, personal Harry W. CROW & Margaret A. CROW, the Mortgagor B. named in the aforegoing mortgage and they acknow the subscriber, also appeared MILLEGANY COLD Treasurer of TALLEGANY COLD TY, MARYLAND, and made oath in due form of law thind bons fide as the fell set forth. AS WITNESS my hand and Notarial Seal.	the riberty savings bank of frostburg, hat the consideration set forth in said mortgage is true
ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 23rd. the subscriber, a Notary Public of the State and County aforesaid, personal Harry W. CROW & Margaret A. CROW, the Mortgagof S named in the aforegoing mortgage and they ack At the same time, also appeared MOLLEGANY COUNTY, MARYLAND, and made oath in due form of law the find bong fldg as therein set forth. AS WITNESS my hand and Notarial Seal.	the riberty savings bank of frostburg, hat the consideration set forth in said mortgage is true

Market Fredery
Nor. 3. 54

UBER 307 PAGE 270

FILED AND RECURDED OCTOBER 13" 1954 at 8:30 A.M.

THIS MORTGAGE, Made this day of day of	October	, 19 54, by and between
Arthur Bolden and Mary Bolden, his wife		
of EFD#2, Frostburg, Allegany County, In		
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARY	LAND, Mortgagee.	
WHEREAS, the said Mortgagor 8 justly indebted	unto the Mortgagee in the	full and just sum of
One Hundred Twelbe and 73/100	and any control of the control of th	(312.73
which is to be repaid in 12 consecutive monthly instatched date hereof at the office of the said Mortgagee.		
NOW, THIS MORTGAGE WITNESSETH, That in consider Mortgagor S do grant, assign and convey unto the said Mortgage	e, its successors and assigns	in fee simple all that lot of ground
and premises located in Allegany County, Maryland, ne		inzel, known as
A part, or parts of Military Lots 501, 502 an		
and more fully described in a Deed from Joseph E. Clark &	Anna Bell Clark , dat	ded April 30, 1923
recorded among Land Records of Allegany County	, Liher 143	Folio 214
TOGETHER with the buildings and improvements thereupo and advantages thereto belonging or in nnywise nppertaining.	n, and the rights, alleys, way	s, waters, privileges, appurtenances
TO HAVE AND TO HOLD the said lot or parcel of ground said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALI forever, provided that if the said Mortgager s, their he or cause to be paid to the said Mortgagee, its successors and assign as and when the same shall become due and payable and, in the matcher part to be performed, then this mortgage shall be v	EGANY COUNTY, MARYI irs, executors, administrators s the aforesaid indebtedness, eantime, do and shall p	LAND, its successors and assigns, sor assigns, do and shall pay together with the interest thereon
AND, it is agreed that until default be made in the premises	the said Mortgagor S may evied on said property, all o nen legally demandable.	retain possession of the mortgaged f which taxes, mortgage debt and
AND, the said Mortgagor S further covenant to keep against loss by fire and other hazards as the said Mortgagee may for company acceptable to the Mortgagee to the extent of its lien there	om time to time require, for	the use of the Mortgagee, in some
But in case of any default or violation of any covenant or a secured shall at once become due and payable, and the Mortgagee, it constituted attorney or agent, are hereby empowered, at any time necessary, and to convey the same to the purchaser, or his, her or t giving at least twenty days' notice of the time, place, manner and Maryland, which sale shall be at public auction for eash and the all expenses incident to the sale, including taxes, and a commissio to the payment of all monies owing under this mortgage, whether it to pay it over to the Mortgagor S , their heirs or assigns commission shall be paid by the Mortgagor S , their representations.	s successors or assigns, or A thereafter, to sell said prope helr heirs or assigns; which terms of sale in some newsp proceeds arising therefrom n of eight per cent (8%) to the	inert A. Doub, its, his or their duly rity, or so much thereof as may be sale shall be made as follows: By aper published in Allegany County, to apply: first, to the payment of the party making said sale; secondly,
WITNESS our hand S and sealS .	arthur 1	Bololus (SEAL)
7	Arthur Bolde	in (GEAL)
RE.lph M. Race	+	(SEAL)
1 11.	mary B	otcher (SEAL)
/ Ralph/M. Race	Mary Japanen	
STATE OF MARYLAND,		
ALLEGANY COUNTY, to-wit: 12th.	October	, 19, before me,
I HEREBY CERTIFY, That on thisday of		, 19 before me,
the subscriber, a Notary Public of the State and County aforesaid, p (William) Arthur Bolden and Mary Bolden, h	is wile	
the housestors, named in the aforegoing mortgage and they the same time also appeared WILLIAM B. YATES, Treasured L. D. ANG COUNTY, MARYLAND, and made oath in due form of any one for as therein set forth.	acknowledged the aforeger of THE FIDELITY SA f law that the consideration	olng mortgage to be their act. VINGS BANK OF FROSTBURG, set forth in said mortgage is true
AS WITHESS my hand and Notarial Seal.		
EL OB PARTIE	Nota Ralph M. R	Acres .
County County	Ralph M. R	ry rubiic
CCU W	,	
e lor		

I

norge City 54

FILED AND RECORDED SEPTEMBER 21" 1954 at 3:20 P.M.

This Mortgage, Made this

day of

September in the year nineteen hundred and fifty-four

, by and between

Dayton L. Murphy and Nina A. Murphy, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Dayton L. Murphy and Nina A. Murphy, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Dayton L. Murphy and Nina A. Murphy, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Northwesterly side of a twenty-foot street lying in the rear of Lots Nos. 23 to 51, in National Highway Addition to LaVale, in Allegany County, Maryland, known and designated as part of Lot No. 37 on the Plat of said Addition, and particularly described as follows:

BEGINNING for the same on the Northwesterly side of a twenty-foot street at the end of the third line of said whole Lot No. 37, and running thence with the Northwesterly side of said twenty-foot street it being also with said third line reversed, North 42 degrees 20 minutes East 100 feet to the end of the second line of said whole lot, then with part of said second line reversed, North 47 degrees 40 minutes West 110 feet to a private alley 15 feet wide, then with the Southeasterly side of said private alley, South 42 degrees 20 minutes West 100 feet to the second line of Lot No. 36 of said Addition, then with part of said second line, South 47 degrees 40 minutes East 110 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Bernard R. Kerms and wife, by deed dated January 18, 1945, and recorded in Liber No. 202, folio 573, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of One Thousand (\$1,000.00) - - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof,

future advances made at the Mortgagee's option, prior to the full payment of themortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

П

UBER 307 HAGI 273

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this > day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Dayton L. Murphy and Nina A. Murphy, his wife,

and each acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

ma Sarkey

FILED AND RECORDED SEPTEMBER 21" 1954 at 9:25 A.M.

This Mortgage, made this

day of September

, in the

year Nineteen Hundred and fifty-four , by and between

John H. Atkinson and Frances M. Atkinson, his wife,

hereinafter called Mortgagor S , which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

Ellis E. Twigg,

hereinafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Twenty-Eight Hundred (\$2800.00) Dollars. On and after November 1st, 1954, the said Mortgagors shall make payments of Forty (\$40.00) Dollars each on account of the principal indebtedness for a period of one year from that date. At the expiration of one year from November 1, 1954, the Mortgagors hereby covenant and agree to pay the balance of said Mortgage indebtedness in full. This obligation to be without interest.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR PROPERTY ap and converso and is, therefore, MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those two lots or parcels of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 249 and 250 of the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to-wit:

LOT NUMBER 249: BEGINNING at a stake on the Eastern side of Eastern Avenue and at the end of the first line of Lot No. 248, in said Addition, and running thence with said Eastern side of Eastern Avenue, North 40 degrees East 40 feet; thence at right angles to said Avenue, South 50 degrees East 120 feet to an alley, and with it, South 40 degrees West 40 feet to the end of the second line of said Lot No. 248, and with said second line reversed, North 50 degrees West 120 feet to the place of beginning.

LOT NUMBER 250: BEGINNING at a stake on the Eastern side of Eastern Avenue, and at the end of the first line of Lot No. 249 in said Addition, and running thence with said Eastern side of Eastern Avenue, North 40 degrees East 40 feet; thence at right angles to said Avenue, South 50 degrees East 120 feet to an alley, and with it, South 40 degrees West 40 feet to the end of the second line of said lot Number 249, and with said Second line reversed, North 50 degrees West 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mort-gagors by Ellis E. Twigg, by deed dated the / day of September, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid

Twenty-Eight Hundred (\$2800.00) Dollars

and in the meantime shail perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor 3 may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor 3 hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee

or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, piace, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

The proceeds arising from such saie shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said saie; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no saie, all expenses and one-half of said commissions shall be paid by the Mortgagor S to the person advertising.

AND the said Mortgagors further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least.

Twenty-Eight Hundred (\$2800.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seai 8 of said Mortgagor 8

Jeong Policy John H. Atkinson (SEAL)

(SEAL)

(SEAL)

(SEAL)

	certify that on this	/ da	, 01	tember	9	_, in the year
19 <u>54</u> , before	me, the subscriber,	aNotar	y Public		of the State	of Maryland,
in and for said Atkinson, h	County, personally is wife,	appeared,	John H. A	tkinson an	d Frances	М
the within name	ed Mortgagor S ,	and acknowled	ged the foreg	oing mortgage	to be the	ir
act and deed.	And at the same tim	e, before me, i	also personally	appeared _E	llis E. T	wigg,
- Constitution	THE STATE OF THE S					
1	p-iillen		the within	named Mortga	gee , and	made oath in
	that the comperati	ion in said mor	tgage is true	and bona fide a	s therein set f	orth.
WIDNES	my molera wota	rial Seal the di	ay and year la	st above writte	en.	
> A	UBLIC		A	. P		D
· ····································	The state of the s	j.	- XII	argo!	rughe No	tery Public
1. 11. 1	F 63V					

the High Michigan J. S. Van

How Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Guy M. Evans and Mabel L. Evans, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Leo C. Sites and Lettie Sites, his wife, their

heirs and assigns, the following property, to-wit:

ing 68 acres, more or less.

ALL that tract of land lying along the Wilson Road about 12 miles from the Uhl Highway in Election District No. 2 of Allegany County, Maryland, and being a part of that tract of land which was conveyed to William H. Ravenscroft, et ux, by Martin Evans by deed dated the 17th day of September, 1947, and recorded in Liber 271, folio 167, one of the Land Records of said County.

BEGINNING for said tract of land at a point on the west bank of the Milson Road witnessed by four small maples from the same stump, the beginning of the original and running thence with the lines of same, North 51½ degrees West 164.2 perches; thence South 41 degrees West 13.0 perches; thence South 20 degrees East 26.0 perches; thence South 7 degrees West 2.56 perches to a Pime Tree; thence South 28 degrees West 23.2 perches to a black oak tree; thence South 25.75 degrees West 5.95 perches to a stake and stone on the said line; and running thence with the lines of a 17-acre tract retained by said W. H. Havenscroft, et ux, by magnetic meridian as of Jume, 1952, and horizontal measurements; thence South 53 degrees ne minutes East 34.22 perches to a stake and stones on the northeast side of a run; thence South 26 degrees 20 minutes East 28.83 perches to a stake on the southwesterly side of a run; thence South 7 degrees 10 minutes East 42.33 perches to a white oak on the north side of the Wilson Road opposite and distant 8 feet from the end of 16 perches on the 15th line of the original; thence with the lines of the original and with or near the middle of the road, North 69 degrees East 8 perches; thence Morth 74 degrees East 57 perches; thence leaving the road, North 85 degrees East 10.8 perches; thence South 11 2/3 degrees West 1.6 perches; thence North 68.5 degrees East 18.2 perches; thence North 81.5 degrees East 17/8 perches to a point 3 feet 6 inches southeast of four walmut trees from the same stump; thence with the westerly fence of a cemetery, North 9.5 degrees East 8 perches to a stone; thence North 21.5 degrees west 4.5/8 perches to a wnite eak tree on the east bank of said Hoad; thence crossing the road, North 37 degrees East 10.5 perches to the beginning, contain—

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Edward Calvin Roth and Guy A. Evans and Mabel L. Avans, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said Guy A. Evens and Mabel L. Evens, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said

Leo C. Sites and Lettie Sites, his wife, their

executor S, administrator's or assigns, the aforesaid sum of

One Thousand Nine Hundred (\$1,900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IN THE STREET, SHIPS AND ADDRESS.

And it is Agreed that until default be made in the premises, the said	
Guy A. Evans and Mabel L. Evans, his wire,	
may hold and possess the aforesaid property, upon paying in	
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,	
mortgage debt and interest thereon, the said	
Guy A. Evans and Mabel L. Evans, his wife,	
hereby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,	
and these presents are hereby declared to be made in trust, and the said	
Leo C. Sites and Lettie Sites, his wife, their	
heirs, executors, administrators and assigns, or Farl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in the purchaser. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said	
Guy A. Evans and Mabel L. Evans, his wife, their heirs or assigns, and	
in case of advertisement under the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.	
The second secon	
End the said Guy A. Evans and Mabel L. Evans, his wife,	
further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee sor their assigns, the improvements on the hereby mortgaged land to the amount of at least	
One Thousand Nine Hundred (\$1,900.00) Dollars,	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgages, their heirs or assigns, to the extent	
oftheir lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums, thereon with interest, as part of the mortgage debt	
Hitness, the hand and sealof said mortgagors:	
Attest:	
Guy at avans (SEAL)	
Eal E. Manges Makel d. Evans [SEAL]	
State of Maryland, 200 02 10 10:	
Allegany County, to-wit:	
I hereby rertify, That on this 22/26 day of September	
in the year nineteen Hundred and Fifty - Indian before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Guy A. Evans and Mabel L. Evans, his wife,	
and acknowledged the aforegoing mortgage to be his and her respective	

LIBER 307 PAGE 278

act and deed; and at the same time before me also personally appeared.
Leo C. Sites and Lettie Sites, his wire,

the within named mortgagee, and made oath in due form of law, that the consideration in said

WITNESS my hand and Notarial Seal the day and year aforesaid.

East Edmin Drange Notary Public.

ı

myce Cety 54

FILED AND RECORDED SEPTEMBER 22" 1954 at 10:35 A.M.

This Aurinage, Made this 20th day of September in the year Nineteen Hundred and Fifty four , by and between

Glendon A. Ralston and Betty Mae Ralston, his wife

Wilhereas, the said Glendon A. Relaton and Betty Mae Relaton

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Three Thousand Seventy-five and no/100—

Do:lars (\$3075.00—), to be paid with interest at the rate of Six per cent (6.%) per annum, to be computed monthly on unpaid balances, in payments of at least Twenty-five and no/100—Dollars (\$ 25.00—) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is pald in full, to secure

which said principal, together with the Interest accuring thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Glendon A. Ralston and Betty Mac halston, his wife

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that piece or parcel of land situated on the Northerly side of Laing Avenue, known as Lot No. 109 and Lot No. 110 in the East End Land Company's Addition to the City of Cumberland, Allegany County, State of Maryland; it being part of that property which was conveyed to the Mayor and City Council by James Conway, Tax Collector by deed dated October16,1944, and recorded in Liber No. 202, Folio 92 one of the Land Records of Allegany County, Maryland, and which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Laing Avenue at the end of the first line of Lot No. 108, said point being South 72 degrees 15 minutes East 320 feet from the intersection of the northerly side of Laing Avenue with the Easterly side of Ontario Street, and running thence with the Northerly side of Laing Avenue, South 72 degrees 15 minutes East 64 feet to the division line between

Lot No. 110 and Lot No. 111; thence with said division line North 17 degrees 45 minutes East 120 feet to the Southerly side of a 15 foot alley, then with said side of said alley North 72 degrees 15 minutes West 64 feet to the division line between Lot No. 109 and Lot No. 108, thence with said division line South 17 degrees 45 minutes West 120 feet to the place of beginning.

Ralston and Betty Mae Ralston, his wife by Mayer and City Council of Combally Manufact by deed dated April 7, 1947 and recorded in Liber 214, folio 424, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner, following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Glendon A. Relaten and Metty Mac Relaton, his wife, their heirs or assigns, and

hall be allowed and paid by the mortgagor a their representatives, heirs or assign	8.
hall be allowed and paid by the mortgago.	•
Hnd the said Glendon A. Relston and Betty Mae Relston, his wif	7
further covenant	
nsure forthwith, and pending the existence of this mortgage, to keep insured by some insuran	ce
isure forthwith, and pending the Existence for the forthwith, and pending the Existence for forthwith and pending the Existence for forthwith and pending the Existence for forthwith a pending	ts
the homely mortgaged land to the amount of at least	
Dollar	rs,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire	05,
nd to cause the policy or policies issued therefore to successors or assigns, to the extent of its o inure to the benefit of the mortgagee, its successors or assigns, to the extent of its	or
o inure to the benefit of the mortgages, its successful for the heir lien or claim hereunder, and to place such policy or policies forthwith in possession of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the herein lien or claim hereunder, and to place such policy or policies forthwith in possession of the herein lien or claim.	he
heir lien or claim hereunder, and to place such porte, and collect the premiums thereon without page of the mortgage of the mo	th
nortgagee , or the mortgagee may effect said manager	
ntered as part of the mortgage debt.	
Witness, the hand and seal of the said mortgagors.	
Thilliess, the hand and see of	
Attest:	
out 1 m o t Il In A Kalaton ISEA	1.1
Ethel McCarty Glendon A. Ralston	11
Ethel McCarty (SEA	L]
Betty Mae Ralston	
Retty mae Ralaton [SEA	L]
State of Maryland, Allegany County, to wit:	
I hereby certify. That on this 20th day of September	200
in the year Nineteen Hundred and Fifty-four , before me, the subscr	ber,
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Glendon A. Ralston and Betty Mae Ralston, his wife	
Glendon A. Malaton and	
DE TRANSPORTE AND AN ART AND THE PARTY AND T	
and each acknowledged the aforegoing mortgage to be their	_
act and deed; and at the same time before me also personally appeared Marcus A. Naug	hton
an agent of the CUMBERLAND SAVINGS BANK, of Cum	
land, Maryland.	
the within named mortgagee and made oath in due form of law, that the consideration in	said
mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton	
further made oath in due form of law that	
the Vice Fresident and agent, of the CUMBERLAND SAVINGS BANK of Cun	myex-
iand, Mary and and duly authorized to make this affidavit.	
ot ARE TIME	
WITNESS my hand and Notarial Seal the day and year aforesaid.	
WITNESS my hand and Notarial Seal the day and year aforesaid.	
EHal. Malarty	

LIBER 307 PAGE 281

magee Frostburg and

manus accommon com accordant. 21 of				
THIS MORTGAGE, Made this 21 st day of			, 10_2/4,	by and between
James Taylor and Mildred Taylore, h	The state of the s			
of 53 Armstrong St., Frostburg, Allegany Co., SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MA	, in the State of Maryle ARYLAND, Mortgagee.	and, Mortgage	or S , and T	THE FIDELITY
WHEREAS, the said Mortgagor J justly indeb	ted unto the Mortgagee	in the full an	id just sum o	of
One Hundred Ninety Seven and 15/100-			15 197.	15
which is to be repaid in Twelve consecutive monthly in the date hereof at the office of the said Mortgagee. NOW, THIS MORTGAGE WITNESSETH, That in consistent				
Mortgagor g do grant, assign and convey unto the said Mortg	agee, its successors and	anaigna in ree	simple all th	int for or groun
and premises located in Election District No.12 of				
53 Armstrong St., Frostburg, Maryland, in				
and more fully described in a Deed from James Ernest &	Rose Williams	, dated A	ugust 6,	1934
recorded among Land Records of Albegany County, Mar	yland Liber	171	, Foile	506
TOGETHER with the buildings and improvements there				
and advantages thereto belonging or in anywise appertaining. TO HAVE AND TO HOLD the said lot or parcel of ground the FIDELITY SAVINGS BANK OF FROSTBURG, a corever, provided that if the said Mortgager 8, their recause to be paid to the said Mortgager, its successors and as and when the same shall become due and payable and, in the	heirs, executors, admin signs the aforesaid indeb meantime, do	MARYLAND istrators or as tedness, toget	, its success signs, do her with the	and shall p
their part to be performed, then this mortgage shall be AND, it is agreed that until default be made in the premi property upon paying in the meantime all taxes and assessment interest thereon said Mortgagor 5 hereby covenant to pay	res the said Mortgagor	ty, all of whi	n possession o	of the mortgag rtgage debt a
AND, the said Mortgagor S further covenant to ke against loss by fire and other hazards as the said Mortgagee ma company acceptable to the Mortgagee to the extent of its lien th	ep the improvements or	the said mor	me of the Mo	rtgagee, in so
secured shall at once become due and payable, and the Mortgage	e its successors or assig	ns, or Albert	A. Doub, its.	his or their du
constituted attorney or agent, are hereby empowered, at any til necessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commis to the payment of all monies owing under this mortgage, whether o nay it over to the Mortgagor 3, their heirs or assis-	e, its successors or assign me thereafter, to sell as or their heirs or assigns and terms of sale in som the proceeds arising the ssion of eight per cent (8 er the same shall have a igna, and in case of adve-	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	r so much the hall be made published in ply: first, to ty making sa or not, and a	his of their di ereof as may as follows: Allegany Coun the payment id sale; second to the balan
constituted attorney or agent, are hereby empowered, at any tit necessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commis to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S, their heirs or assistance.	e, its successors or assigned the thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising it with a sign of eight per cent (8 er the same shall have b	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	A Doub, its, r so much the shall be made oublished in ply: first, to ty making sa or not; and a no sale, one-	nis of their of hereof as may as follows: Allegany Coun legany Coun id sale; second to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tin necessary, and to convey the same to the purchaser, or his, her can giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commis to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S, their heirs or assistance commission shall be paid by the Mortgagor S, their	e, its successors or assign me thereafter, to sell as or their heirs or assigns and terms of sale in som the proceeds arising the ssion of eight per cent (8 er the same shall have a igna, and in case of adve-	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	A Doub, its, r so much the shall be made oublished in ply: first, to ty making sa or not; and a no sale, one-	ereor as may as as follows: 1 Allegany County the payment in the payment is to the balanchalf of the abo
constituted attorney or agent, are hereby empowered, at any tire constituted attorney or agent, are hereby empowered, at any tire giving at least twenty days' notice of the time, place, manner a Maryland, which sake shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commis to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assistent commission shall be paid by the Mortgagor S , their WITNESS OUT hand S and seal S .	e, its successors or assign me thereafter, to sell as or their heirs or assigns and terms of sale in som the proceeds arising the ssion of eight per cent (8 er the same shall have a igna, and in case of adve-	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	A Doub, its, r so much the shall be made oublished in ply: first, to ty making sa or not; and a no sale, one-	cas follows: Allegany Coun the payment id sale; second a to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tire constituted attorney or agent, are hereby empowered, at any tire giving at least twenty days' notice of the time, place, manner a Maryland, which sake shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commis to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assistent commission shall be paid by the Mortgagor S , their WITNESS OUT hand S and seal S .	e, its successors or assign me thereafter, to sell as or their heirs or assigns and terms of sale in som the proceeds arising the ssion of eight per cent (8 er the same shall have a igna, and in case of adve-	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	A Doub, its, r so much the shall be made oublished in ply: first, to ty making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tit necessary, and to convey the same to the purchaser, or his, her or jiving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commit of the payment of all monies owing under this mortgage, whether of pay it over to the Mortgagor S , their heirs or assistant and shall be paid by the Mortgagor S , their WITNESS OUT hand S and seal S .	e, its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 are the same shall have be gran, and in case of advergementatives, heirs of Jam	na, or Albert id property, o which sale a e newspaper p erefrom to ap %) to the par cen matured crtisement but	A Doub, its, r so much the shall be made published in . ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tirecersary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commiss to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S, their helm or assistent and the payment of the paid by the Mortgagor S. Their helm or assistent and the payment of the paid by the Mortgagor S. Their helm or assistent and the payment of the payment of the payment of the payment of the Mortgagor S. Their helm or assistent and the payment of	e, its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 are the same shall have be gran, and in case of advergementatives, heirs of Jam	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured c r issement but r assigns.	A Doub, its, r so much the shall be made published in . ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tire recessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sake shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commit to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S, their heirs or assistant of the payment of the paid by the Mortgagor S, their heirs or assistant of the payment of the paid by the Mortgagor S. Their hand S and seal S. ATTEST. ATTEST. ATTEST. ATTEST.	e, its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 are the same shall have be gran, and in case of advergementatives, heirs of Jam	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured c r issement but r assigns.	A Doub, its, r so much the shall be made published in . ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo
constituted attorney or agent, are hereby empowered, at any tire necessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commisto the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S , their helm or assistant of the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S , their helm or assistant of the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor S , their helm or assistant of the Mortgagor S . Their helm of an assistant of the Mortgagor S . Their helm of the Mortgagor S . Their with the Mortgagor S . Their helm of the Mortgagor S . Their	e, its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 or the same shall have by gras, and in case of adverepresentatives, heirs of Jam	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured c r issement but r assigns.	A Doub, its, r so much the hall be made published in ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo (SEA
constituted attorney or agent, are hereby empowered, at any tire constituted attorney or agent, are hereby empowered, at any tire prevenancy, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sake shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commit to the payment of all monies owing under this mortgage, whether to pay it over to the Mortgagor 3, their heirs or assisted to pay it over to the Mortgagor 3, their heirs or assisted to pay it over to the Mortgagor 5, their heirs or assisted to the payment of the Mortgagor 5 and seal 5. ATTEST: ATTEST: ATTEST: ATTEST: ATTEST: ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 21st day or	e, its successors or assigns me thereafter, to sell say or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 for the same shall have ligns, and in case of advergementatives, heirs of Jam Mill	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured c r issement but r assigns.	A Doub, its, r so much the hall be made published in ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second s to the balan half of the abo (SEA
constituted attorney or agent, are hereby empowered, at any ting at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commisto the payment of all monless owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assisted to the payment of all monless owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assisted to the payment of all monless owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assisted to the payment of all monless owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assisted to the Mortgagor S . Their heirs or assisted the payment of the Mortgagor S . Their heirs or assisted to the Mortgagor S . Their	of its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 er the same shall have ligns, and in case of adversementatives, heirs of Jam Mill	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured c r issement but r assigns.	A Doub, its, r so much the hall be made published in ply: first, to try making sa or not; and a no sale, one-	c as follows: Allegany Coun o the payment id sale; second is to the balan half of the abo (SEA
WITNESS OUR hand 8 and seal 8 . ATTEST: Ralph M. Race STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:	of its successors or assigns me thereafter, to sell as or their heirs or assigns and terms of sale in some the proceeds ariaing the sion of eight per cent (8 in the same shall have beigns, and in case of adversepresentatives, heirs of Jam Mill of September acknowledged the saurer of THE FIDEL m of law that the consistency of the saurer of the fidelity of the saurer of the	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured r assigns. He Taylor dred Tayl	A Doub, its, r so much the hall be made sublished in ply: first, te ty making sa or not; and a no sale, one-	lord their diversed as may as as follows: I Allegany Count of the payment id sale; second at to the balanthaif of the about 10 the payment (SEA (SEA (SEA)).
constituted attorney or agent, are hereby empowered, at any ting at least twenty days' notice of the time, place, manner a maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commisto the payment of all monless owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assistence of the payment of all monless owing under this mortgage, whether the pay it over to the Mortgagor S , their heirs or assistence of the Mortgagor S , their heirs or assistence of the Mortgagor S , their heirs or assistence of the Mortgagor S , their heirs or assistence of the Mortgagor S , their with the Mortgagor S , their with the Mortgagor S , their heirs or assistence of the Mortgagor S , their with the Mortgagor S , their with the subscriber, a Notary Public of the State and County aforesal James Taylor and Mildred Tayl the Mortgagor of the subscriber, a named in the aforegoing mortgage and A the same of the subscriber of the Mortgagor of the State and County aforesal day Mortgagor of the	me thereafter, to sell sa or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 or the same shall have lights, and in case of adversementatives, heirs of Jam Mill September of the same shall have acknowledged the saurer of THE FIDEL acknowledged the saurer of THE FIDEL me of law that the consists of the saurer of th	in, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured crisement but r assigns. Med Taylor dred Tayl e aforegoing r ITY SAVING deration set f	a Doub, its, r so much the ball be made published in ply: first, te ty making sa or not; and a no sale, one- Jay Or 19. 19. 19. 19. 19. 19. 19. 19	los of their of their of their of their of their of their of the
constituted attorney or agent, are hereby empowered, at any tin necessary, and to convey the same to the purchaser, or his, her or giving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commit to the payment of all monles owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assistent of the payment of all monles owing under this mortgage, whether to pay it over to the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the State and County aforesal James Taylor and Mildred Tayl has Mortgagor and Mi	me thereafter, to sell sa or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 or the same shall have lights, and in case of adversementatives, heirs of Jam Mill September of the same shall have acknowledged the saurer of THE FIDEL acknowledged the saurer of THE FIDEL me of law that the consists of the saurer of th	ins, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured r assigns. He Taylor dred Tayl	a Doub, its, r so much the ball be made published in ply: first, te ty making sa or not; and a no sale, one- Jay Or 19. 19. 19. 19. 19. 19. 19. 19	los of their of their of their of their of their of their of the
constituted attorney or agent, are hereby empowered, at any tip escensary, and to convey the same to the purchaser, or his, her criving at least twenty days' notice of the time, place, manner a Maryland, which sale shall be at public auction for cash and all expenses incident to the sale, including taxes, and a commission the payment of all monies owing under this mortgage, whether opay it over to the Mortgagor S , their heirs or assistent of the payment of all monies owing under this mortgage, whether opay it over to the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their heirs or assistent of the Mortgagor S , their hand S and seal S . ATTEST HARPLAND, ALLEGANY COUNTY, to-wit: I HEREBY CERTIFY, That on this 21st day of the subscriber, a Notary Public of the State and County aforesal and the sums of the sum of the sums	me thereafter, to sell sa or their heirs or assigns and terms of sale in some the proceeds arising the sion of eight per cent (8 or the same shall have lights, and in case of adversementatives, heirs of Jam Mill September of the same shall have acknowledged the saurer of THE FIDEL acknowledged the saurer of THE FIDEL me of law that the consists of the saurer of th	in, or Albert id property, of which sale a e newspaper r erefrom to ap %) to the par cen matured crisement but r assigns. Med Taylor dred Tayl e aforegoing r ITY SAVING deration set f	a Doub, its, r so much the ball be made published in ply: first, te ty making sa or not; and a no sale, one- Jay Or 19. 19. 19. 19. 19. 19. 19. 19	los of their of their of their of their of their of their of the payment id sale; second is to the balan half of the about 10 their of their

FILED AND RECORDED SEPTEMBER 22" 1954 at 3:00 P.M.

This Mortgage, Made thin

22 3

day of

Н

September in the year nineteen hundred and fifty-four

ov and between

John Isaac Robinette and Virginia Lee Robinette, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

John Issac Robinette and Virginia Lee Robinette, his wife.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Ninety-Eight Hundred (\$9800.00) - - - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 195h

This mortgage is executed to secure part of the purchase money for the improvements on the property herein described and conveyed and is, therefore, a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John Isaac Robinette and Virginia Lee Robinette, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots and parcels of ground situate, lying and being in Dilfer Parms Addition to the City of Cumberland, Maryland, and being part of Lot No. 125 and all of Lot No. 126 as shown on the Plat of said Addition, recorded in Plat Box No. 166, in the Office of the Clerk of the Court for Allegany County, Maryland, and which said lots are more particularly described as follows, to-wit:

Avenue distant North 54 degrees 13 minutes West 225 feet from the intersection of the Northerly side of Catskill Avenue with the Westerly side of Holland Street, and running then with the Northerly side of Catskill Avenue, North 54 degrees 13 minutes West 75 feet, then North 35 degrees 47 minutes East 150 feet, then South 54 degrees 13 minutes East 75 feet, then South 35 degrees 47 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Alvin L. Sutton and wife by deed dated the 24th day of December, 1952. and recorded in Liber No. 247, folio 32, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ninety-Eight Hundred (\$9800.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's otpion, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ninety-Eight Hundred (\$9800.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Janu Mi Sorly

THE RESERVE OF THE PARTY OF THE

ATTEST:

John Isaac Robinette

Virginia Lee Robinette (SEAL

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 22 day of September

in the year nineteen

П

hundred and fifty-four

170%

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

John Isaac Robinette and Virginia Lee Robinette, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

of law, that the consideration in said mortgage is true and bona nde as therein set forth, and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Sorley Public



THIS MORTGAGE, Made this 22 day of September, 1954, by and between Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, of the first part, sometimes hereinafter called the Mortgagors and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

Mortgagee in the full and just sum of Thirty-Eight Hundred (\$3800.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31, of each year, the first pro-rata quarterly interest







on said note to be payable on the 30th day of September, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, the following property, to-wit:

All that lot or parcel of ground situated on the Westerly side of Cresap Road, in First Addition, Bowling Green, a development situated along the McMullen Highway, in Allegany County, Maryland, known and designated as Lot No. 100 on the plat of said Addition, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Cresap Road at the division line between Lots Nos. 99 and 100 of said Addition, and running thence with the Westerly side of said Cresap Road. North 18 degrees and 55 minutes East 43.95 feet to the division line between Lots Nos. 100 and 101 of said Addition, thence North 77 degrees West 100 feet to a 90-foot alley, thence South 19 degrees and 38 minutes West 39 feet, then South 71 degrees and 19 minutes East 190 feet, more or less, to the place of beginning.

ALSO: All that lot, piece or parcel of land situate, lying and being along the Westerly side of Cresap Road, near the Village of Cresaptown, in Allegany County, State of Maryland, and being part of Lot No. 99 in the First Addition to Bowling Green, which said part of said Lot No. 99 is more particularly described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of Cresap Road, distant 123.95 feet measured in a Southerly direction along the Westerly side of aforesaid Cresap Road from its intersection with the Southerly side of First Street, and running thence at right angles to said Cresap Road, North 72 degrees 40 minutes West 120 feet to the Easterly side of a 20-foot wide alley or lane, thence with said alley or lane, North 19 degrees 38 minutes East 3 feet to the dividing line between Lots Nos. 99 and 100 in said Addition, thence with said dividing line, South 71 degrees 12 minutes East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Alphonsus E. Breig and wife, by deed dated the

3rd day of April, 1945, and duly recorded among the Land Records of Allegany County, in Liber No. 203, folio 379.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways. waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Thirty-eight Hundred (\$3800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor shall retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of the mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in turst, and the said The Liberty Trust Company its successors or assigns, or George R. Hughes, its, his or their

Н

duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his. her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Comberland, Maryland which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight fer cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee. Its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Thirty-Eight Hundred (\$3800.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire to inure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Samuel Shrith St. (SEAL)

Brungan Smith

Enelys M. Smith (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 22 day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Jane M Sarly

Compared and Mailed Holivered On 2 To Mylane City 19 5 4

FILED AND RECORDED SEPTEMBER 23" 1954 at 3:10 P.M.

This Mortgage, Made this

22 1

day of

September in the year nineteen hundred and fifty-four

, by and between

Clarence L. Appold and Violet S. Appold, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,

UBER 307 MGE 289

Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Clarence L. Appold and Violet S. Appold, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Ten Hundred Thirty (\$1030.00) - - - - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clarence L. Appold and Violet S. Appold, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated near the Little Valley Road about one mile Northeasterly of the City of Cumberland, Allegany County, Maryland, being Lot No. 26, Section "A", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue, at the intersection with the Northerly side of Fern Street, and running thence with the Easterly side of Lake Avenue, North 40 degrees 42 minutes East 55 feet, more or less, to Lot No. 27, thence with the division line of said Lots Nos. 26 and 27, in a Southeasterly direction 150 feet, more or less, to Fern Street, thence with the Northerly side of Fern Street in a Westerly direction 160 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgago by James Gentry (widower), by deed dated June 19, 1943, and recorded in Liber 196, folio 429, one of the Land Records of Allegany County.

ALSO; all those lots or parcels of ground situated near the Little Valley Road about one and one-half miles Northeasterly of the City of Cumberland, Allegany County, Maryland, being Lots Nos. 613, 614 and 615, Section "B", as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Lake Avenue, at the end of the first line of Lot No. 612, and running thence with the Westerly side of said Avenue, North 40 degrees 42 minutes East 140 feet, more or less, to the intersection of the Westerly side of said Avenue with the Southerly side of Fern Street, thence with Southerly side of said Street, North 53 degrees 20 minutes West 190 feet, more or less, to the intersection of the Southerly side of said Street with the Easterly side of Clinton Street, then with the Easterly side of Clinton Street, South 39 degrees 26 minutes West 130 feet; more or less, to the end of the second line of Lot No. 612, then with said second line reversed, South 49 degrees 28 minutes East 185 feet, more or less, to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Winmer Bowman and wife, by deed dated March 10, 1930, and recorded in Liber 164, folio 505, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the sald mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the sald mortgages, its successors or assigns, the aforesaid sum of Ten Hundred Thirty (\$1030.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on sald property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald sale, and in case sald property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Hundred Thirty (\$1030.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Clarence L. Appold

Į

James M. Lorley Wirlet's appoint (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 22 day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Clarence L. Appold and Violet S. Appold, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year Cabbye written.

James M. Los ley Public

GIZ + 1 H NI

FILED AND RECORDED SEPTEMBER 23 " 1954 at 8:40 A.M.

PURCHASE MONEY

This Mortgage, Made this 22nd day of s

in the year nineteen hundred and fifty-four by and between

FLOYD EARL JENKINS and GLORIAS. JENKINS, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said part ies of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

-- THREE THOUSAND and 00/100 -- -- - - (\$3,000.00) -- Dollars, on -- Thirty Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1989 Edition) as repealed and re-enacted, with amendments, by Chapter 928 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said part is sof the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

as follows:

ALL that lot, parcel or tract of land situate on the southerly side of Quebec Avenue in Cumberland, Maryland designated as Lot Number Eighteen on the Plat of the East End Land Company, a plat of which said addition is recorded in Liber No. 102, folio 737, among the Land Records of Allegany County, Maryland, and described by the following metes and bounds:

BEGINNING for the same on the south side of Quebec Avenue at its intersection with the dividing line between Lots Numbers Eighteen and Nineteen in said Addition and running thence with said Avenue, South sixty-eight degrees ten minutes East thirty-two feet, then South twenty-one degrees fifty minutes West one hundred and twenty feet to an alley, then with it, North sixty-eight degrees ten minutes West thirty-two feet to the dividing line between said Lots Numbers Eighteen and Nineteen and then with it, North twenty-one degrees fifty minutes East one hundred and twenty feet to the beginning.

IT BEING the same property which was conveyed by the Western Maryland Building and Loan Association, Inc., to Floyd Earl Jenkins and Gloria S. Jenkins, his wife by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part ies of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Three Thousand and 00/100 - - - - - - - (\$3,000,00) 0 Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, them and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden

its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part ies of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

Patty ann Danis

(SEAL)

State of Maryland.

Allegang County, to wit:

I hereby certify that, on this

22 nd

day of September

1954

before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Floyd Earl Jenkins and Gloria S. Jenkins, his wife, acknowledged the aforegoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

Clement C. May outh that he is the Secretary make this affidavit.

did further in like manner, make and agent of the said mortgagee and duly authorized by it to

In witness whereof. I have hereunto set my hand and affixed my Notarial Seal this 22nd day of September

Patty and Danis Notary Public

FILED AND RECORDED SEPTEMBER 23" 1954 at 12:05 P.M.

This Mortgage, Made this 23 No day of SEPTEMBER

year Nineteen Hundred and fifty-four by and between

David L. Rinker, Sr. and Florine E. Rinker, his wife,

of Allegany County, in the State of Maryland, part 108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

П

Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-nine Hundred & 00/100 - - - - - (\$4900.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 52 per cent, per annum, in the manner following:

By the payment of Forty & 03/100 - - - - - (\$h0.03)- - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,







and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagoe, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 50 in Annandale Addition to Cumberland, a plat of which said addition is recorded in Plat Case Box No. 59, one of the Land Records of Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same on the northwesterly side of Gephart
Drive at the end of the first line of Lot No. 39 in said addition, it
being also South 49 degrees 23 minutes West 275 feet from the intersection of the northwesterly side of Gephart Drive with the southwesterly
side of a 15 foot alley, and running then with Gephart Drive, South 49
degrees 23 minutes West 35 feet, then North 40 degrees 37 minutes West
85 feet to an alley about 13½ feet wide; then with it, North 49 degrees
23 minutes East 35 feet to the end of the second line of said Lot No.
39 and then revereing said second line, South 40 degrees 37 minutes
East 85 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Doris E. Hauger, et al, dated July 17, 1950 and recorded among the Land Pecords of Allegany County, Maryland, in Liber No. 230, folio 92.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

۱

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagors may hold and possess the aforesald property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But In case of default being made In payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, helrs or assigns, and In case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Forty-nine Hundred & 00/100 - - - (\$4900.00) - - - Poliars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt,

Bind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 18th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the Immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged with mortgages written consent, to the mortgages written consent, to the mortgages written consent, the heirs and personal representatives and assigns, without the mortgages's written consent, the his and persona

Hittess, the hand and seal of said mortgagors.

Attest:	D.KPI
Shoul Hair	David L. Rinker, Sr. Plorine E. Rinker (SEAL)
	(SEAL)
The first of the contract of the first of the	(SEAL)

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this 22 NO day of SECTEMBER

in the year nineteen Hundred and Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

David L. Rinker, Sr. and Florine E. Rinker, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WIPNESS my hand and Notarial Seal the day and year aforesaid.

more Rt 2 Cumbo ml

FILED AND RECORDED SEPTEMBER 24" 1954 at 10:10 A.M.

This Murinage, Made this 23rd day of September
in the year Nineteen Hundred and Fifty Four, by and between

Alston F. Mallow and Emma I. Mallow, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Jacob W. Mallow, Widower,

of ________ County, in the State of Maryland _______ part.y ______ of the second part, WITNESSETH:

Whereas, the Parties of the First Part are now indebted unto the Party

of the Second Part in the full and just sum of Eighteen Hundred (\$1800.00)

Dollars this day loaned the Parties of the First Part by the Party of the Second

Part, which principal sum with interest at six (6%) percent per annum is to be
repaid by the Parties of the First Part to the Party of the Second Part in quarterly

payments of not less than One Hundred (\$100.00) Dollars, said payments to be
first applied to the interest and the balance to the principal until the amount of

principal and interest is fully paid.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the First Part

do give, grant, bargain and sell, convey, release and confirm unto the said

Party of the Second Part, his Administrators, Executors or heirs and assigns, the following property, to-wit:

Called "Middlesex", beginning at the end of the first line of "Addition to Johnson's Folly" and running with the second part of the third lines thereof, West 18 perches, South 19 degrees West 76 1/2 perches, thence South 76 degrees East 8 1/2 perches to a white oak marked with eleven notches standing at the end of 23 perches on the fifth line of a tract of land called "Stoney

Level", and reverses it and the fourth and third lines thereof, then by a straight line to the beginning, containing tweeve and one-eighth acres, more or less, to be held by the name of "Middlesex", surveyed the 11th day of May, 1838, and recorded in Surveyor's Record D folio 329.

It being the same property which was conveyed unto the Parties of the First Part by Jacob W. Mallow and Annie J. Mallow, his wife, by a deed dated June 28, 1948 and recorded in Liber No. 224, folio 32, one of the Land Records of Allegany County, Maryland.

Togetber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

P	rovided,	that if the said	Parties of the Fi	tat Part.	
t	heir	heirs, execu	utors, administrators or a	ssigns, do and shall pay to	the said
	Part	y of the Second	Part, his		
executor•	, administ	rators or assigns,	the aforesaid sum of	\$1,800.00	
lighteen	Hundred	Dollars	W. Mallan, Witnesda		

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said. Parties of the First Part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said... Parties of the First Part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. Party of the Second Part, his heirs, executors, administrators and assigns, or William L. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said_ Parties of the First Part, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns. And the said Parties of the First Part insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or... assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred (\$1,800,00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, his heirs or assigns, to the extent to inure to the benefit of the mortgagee ,___ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Himess, the hand and seal of said mortgagor [SEAL] (SEAL)

Allegany County,	to-mit:	
I hereby cert	ify. That on this 23rd	day of September
	red and Fifty Four	
120 97 88 8	te of Maryland, in and for said Cou	
and they acknowle	dged the aforegoing mortgage to be	their
act and deed; and at the sa	me time before me also personally a	ppeared
Jac	cob W. Mallow, Widower,	
the within named mortgage	e, and made oath in due form of la	w, that the consideration in said
	ride as therein set for forth. nd Notarial Seal the day and year at	foresaid.
	hure	Notary Public
12 May 1		Account a dollar

FILED AND RECORDED SEPTEMBER 24" 1954 at 12:55 P.M;

This Marigage, Made this 23rd day of SEPTEMBER year Nineteen Hundred and fifty-four by and between	in the
George Reuschel and Frances C. Reuschel, his wife,	
a service of the serv	S ACT OF
of Allegany County, in the State of Maryland, parties of the first part, inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Allegany County, I land, party of the second part, hereinafter called mortgages.	body
WITNESSETH:	Street Treet
Efficient, the said mortgages has this day loaned to the said mortgagors, the surface Thousand & 00/100 (\$5000.00) Dol	
which said sum the mortgagors agree to repay in installments with interest thereon; the date hereof, at the rate of 6 per cent. per annum, in the manner following:	from

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

all that tract or parcel of ground lying in District No. 2 in Allegany County, Maryland, being the first parcel of land described in a deed from Samuel J. Hahn and Mary E. Hahn, his wife, to Louis Weber by deed dated the 28th day of December, 1934, and recorded among the Land Records of Allegany County, Maryland, in Liber 172, folio 32, and described as follows, to-wit:

white Oak on Nixons Line and at the end of the first line of the whole piece from its beginning, a Stone No. h, and running with the Second Course North 22 degrees East 200 perches, then South 69 degrees East 735 feet to meet the line on the east side, and with it South 13 degrees West 250.7 perches to a stone culvert, then North 50 degrees West 10 poles to criginal, and then North h2 degrees West 65 perches to the beginning, containing 9h acres, more or less. Excepting, however, from said described property, the following two parcels thereof:

- (1) All that part of said entire tract of land conveyed by Louis Weber and Mamie R. Weber, his wife, to Robert C. Brown and Florence Brown, his wife, by deed dated September 23, 1938, recorded among the aforesaid Land Records in Liber No. 181, folic 484; and
- (2) Also excepting from said whole tract, all that part thereof conveyed by the said Louis Weber to Marco Cernachic et ux, by deed
 dated June 28, 1940, recorded among the aforesaid Land Records in Liber
 No. 197, folic 655.

The tract of land intended to be hereby conveyed contains 80 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Glenn R. Rawlings and Thelma C. Rawlings, his wife, et al, dated June 30, 1953, recorded among the Land Records of Allegany County, Maryland, in Liber No. 251, folio 283.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the agregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt gregate the sum of \$500.00 nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is a provided ing the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unraid balteral for this indebtedness, and any sums of money so advanced shall be added to the unraid balteral for this indebtedness.

ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Conciber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 1 part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgages, whether the same shall have them matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 ---- (\$5000.00) ---- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

Bno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgages, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other, way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgages at to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages to comply with said senand of the mortgages are period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to foreclose this mortgage in any action to foreclose it, shall be entitled (without regard to the seequacy of any necurity for the debt) to the appointment of a receiver, as hereinafter provided; (8) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the seequacy of any necurity for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation — other than the

mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Hitness, the hand and seal of said mortgagors.

Attest:

George Reuschel

Frances C. Reusche

_[SEAL]

State of Maryland, Allegany County, to-wit:

3 hereby certify, That on this 23 RO day of SEPTEMBER

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George Reuschel and Frances C. Reuschel, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and par aforesaid.

Notary Public.

LIBER 307 PAGE 303

In Mysee City 19 57

FILED AND RECORDED SEPTEMBER 24" 1954 at 1:45 P.M.

This Morigage, Made this 24th day of September

in the year nineteen hundred and fifty-four by and between

WITNESSETH:

RUSSELL L. McABEE and MARGARET L. McABEE, his wife,



of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,

WHEREAS, the said part ies of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

--- TEN HUNDRED FIFTY and 00/100 --- -(\$1,050.00) --- -Dollars, on --- Eleven -- Shares of stock, upon the condition that a good and effectual mortgage be executed by the said part ies of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Consherisods. Allegany County and the State of Maryland and more particularly described as follows:

ALL that piece or parcel of land lying and being in Election District No. 12 and southeast of the town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the second line of a piece or parcel of land conveyed by W. G. McMillan to Andrew Brode, Jr. by deed dated April 18, 1917, Recorded in Liber No. 121, folio 621 of the Land Records of Allegany County, Maryland. Said point being also on the easterly side of the County Road known as Welsh Hill, then with part of the third line of the before mentioned deed South fifty-five (55) degrees 30 minutes East 263, 00 feet; then leaving third line South 90 degrees 30 minutes East 50.00 feet, North 63 degrees 48 minutes West 205, 83 feet to a point on the before mentioned second line North 12 degrees 30 minutes West 110.00 feet to the beginning; containing in all thirty-four one-hundredths (0.34) acres, more or less.

IT being the same property which was conveyed by Andrew Brode, Jr., et ux, to Russell L. McAbee et ux by deed dated May 20, 1953, and recorded in Deeds Liber 250, folio 228 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said part ies of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said part ies of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of

--- Ten Hundred Fifty and 00/100 -- -(\$1,050.00) -- -Dollars with aix

per cent interest thereon, payable in 48 monthly payments of not less than \$24.66 each,
on or before the 2012 day of each month hereafter until the whole of the said principal debt and
interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th
day of October, 1954, at the office of the said Western Maryland Building and Loan

Association, Incorporated. The final payment, if not sooner paid, to be due on the 24thday of September,
1958.

It is understood and agreed that the parties of the first part have the right to pay, in addition to

the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Hundred Fifty and 00/100 - - - - - - (\$1,050,00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

its, or their duly constituted attorney, to sell the William R. Carscaden property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a saie of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part ies of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

State of Maryland,

Allegany County, to wit:

24th

day of September

I hereby certify that, on this before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Russell L. McAbee and Margaret L. McAbee, his wife, acknowledged the aforegoing mortgage to be their act; and at the same time,

and they acknowledged the obfore me, also personally appeared before me, also personally appeared Clement C. May an agent of the within named mortgages, and made oath in due form of law that the consideration

mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereas, I have hereunto set my hand and affixed my Notarial Seal this September day of

Patty and Danis Notary Public

FILED AND RECORDED SEPTEMBER 24" 1954 at 1:45 P.M.

This Morigage, Made this 24th day of September

in the year nineteen hundred and fifty-four by and between

OLEN G. TODD and CORA B. TODD, his wife,



of the first part and the

of Allegany County and the State of Maryland, parties Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - EIGHTY-FIVE HUNDRED and 00/100 - - - - (\$8,500.00) - - - Dollars, on - - - Shares of stock, upon the condition that a good and effectual mortgage Eighty-Five - be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises hereby grant, bargain and sell and the sum of \$1.00 (One Dollar) the said parties of the first part do and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and known as Lots Nos. 49, 50, 57, 58, and 59 on the plat of Garden City Homes in Election District No. 29, which plat is recorded in Plat Box No. 150 among the Land Records of Allegany County, Maryland, reference to which is hereby specifically made for a more particular description of said lots.

IT being the same property which was conveyed to Olen G. Todd, et ux, by the Garden City Homes, Inc., by two deeds both dated August 17, 1945, the first of which is recorded in Deeds Liber 212, folio 128 and the second in Deeds Liber 212, folio 130 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned part to be made and done, then this mortgage shall be void. And the said part ies their of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - Eighty-five Hundred and 00/100 - - - - - - - Dollars with aix per cent interest thereon, payable in 139 monthly payments of not less than \$85,00 on or before the 24th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th March, 19.55, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 24th day of September, 19 66

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable the same and charge such so against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further convenant to insure forthwith, and



pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the

amount of at least- EIGHTY-FIVE HUNDRED and 00/100 - - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchaser ers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, itz successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the part ies of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

State of Margiand,

Allegany County, to wit:

24th

September day of

19 54

(SEAL) (SEAL)

I hereby certify that, on this before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Olen G. Todd and Cora B. Todd, his wife, acknowledged the aforegoing mortgage to be their personally appeared Clement C. May act; and at the same time, they before me, also personally appeared an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

did further in like manner, make Clement C. May and agent of the said mortgagee and duly authorized by it to oath that he is the Secretary make this affidavit.

In mitness whereat, I have hereunto set my hand and affixed my Notarial Seal this 19 54.

day of 24th September

Patty and Danie Notary Public

Myce City 048

FILED AND RECORDED SEPTEMBER 25" 1954 at 9:40 A.M.

This Morinage, made this 23 day of September

, in the

year Nineteen Hundred and fifty-four , by and between

Joseph C. Kenney and Eleanor J. Kenney, his wife,

hereinafter called Mortgagor g, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part ies of the first part and

Earl W. Sines and Mary C. Sines, his wife,

hereinafter called Mortgagee s , which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part lesof the second part, witnesseth:

WHEREAS, the said Joseph C. Kenney and Eleanor J. Kenney, his wife, stand indebted unto the said Earl W. Sines and Mary C. Sines, his wife, in the just and full sum of Twenty-Five Hundred (\$2500.00) Dollars, payable one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgager S do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee S the following property, to-wit:

All that lot of ground situated in Allegany County, Maryland, three miles West of Cumberland, known as part of Lot No. 8 in Braddock Farms, a plat of which is recorded in Plat Case Box No. 31 of the Land Records of Allegany County, Maryland, said part of Lot being described as follows:

Part of Lot No. 8: BEGINNING on the Northwesterly side of Maryland Street in said Braddock Farms Addition at the end of the first line of Lot No. 7 of said Addition, and running thence with Maryland Street, North 39 degrees 54 minutes East 47 feet, then across said Lot No. 8, North 50 degrees 6 minutes West 605 feet to a point on the third line of whole Lot No. 8, thence with part of the third line of whole Lot No. 8, South 39 degrees 54 minutes West 47 feet to the end of the second line of Lot No. 7, thence reversing said second line, South 50 degrees 6 minutes East 605 feet to the beginning.

It being the same property which was conveyed unto the said mortgagors by Oscar W. Wolfe and wife, by deed dated the day of September, 1954, and to be duly filed for record among the Land Records of Allegany County.

ALSO: All that lot or parcel of ground in Allegany County, Maryland, fronting 25 feet on Maryland Street, and known as the Northeasterly portion of Lot No. 8 in Braddock Farms, an Addition about three miles West of Cumberland and near the National Highway, a plat of which is recorded in Plat Case Box No. 31, among the Land Records of Allegany County, Maryland; said part of Lot No. 8 being described as follows:

Part of Lot No. 8: BEGINNING on the Northwesterly side of Maryland Street at the end of the first line of Lot No. 8, and running thence with the division line between Lots Nos. 8 and 9, North 50 degrees 6 minutes West 605 feet; thence South 39 degrees 54 minutes West (being also with part of the third line of Lot No. 8) 25 feet; thence across Lot No. 8, South 50 degrees 6 minutes East 605 feet to Maryland Street; thence with Maryland Street, North 39 degrees 54 minutes East 25 feet to the place of beginning; including a right-of-way along and adjoining the first line of above description with a frontage of seven feet on Maryland Street, running back with an even width of seven feet a distance of seventy-four feet over the adjoining Lot No. 9 in said Addition.

It being the same property which was conveyed unto the said mortgagors by Earl Don Diehl and wife, by deed dated the day of September, 1954, and to be duly recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor S shall pay to the said Mortgagee S the aforesaid

Twenty-Five Hundred (\$2500.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee B or George R. Hughes

or George R. Hughes
duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to
convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after
giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper
published in Cumberland, Allegany County,
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in

convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor 3. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor 3 to the person advertising.

AND the said Mortgagor s further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee .

the improvements on the hereby mortgaged land to an amount of at least

Twenty-Five Hundred (\$2500.00)

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagees to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal 3 of said Mortgagor 8

				/ / (S
				(S
STATE OF MARYLAND	, ALLEGANY COUNTY	, TO-WIT:		
I hereby certify tha	t on this 23° day	of September		, in the
1954 , before me, the su	becriber, a Notary	Public	of the Sta	te of Mary
in and for said County, ;	personally appeared, Jo	seph C. Kenney	and Eleanor	J. Ker
his wife.				
the within named Mortga	gor s , and acknowledg	ed the foregoing mortg	age to be th	eir
	same time, before me, al			
B. J. Land				
C. Since, his wi				
OTANICE	6.13	_the within named Mo		
dee form of law that the	consideration in said mort	_the within named Mo gage is true and bona f	de as therein se	
dee form of law that the	6.13	_the within named Mo gage is true and bona f	de as therein se	
dee form of law that the	consideration in said mort	_the within named Mo gage is true and bona f	de as therein se	
Jee form of law that the	consideration in said mort	_the within named Mo gage is true and bona f y and year last above w	de as therein se	t forth.
FOR VALUE RE	consideration in said mort	_the within named Mo gage is true and bona f y and year last above w	de as therein servitten.	t forth.
FOR VALUE REMOTTINGS my hand	consideration in said mort i and Notarial Seal the da CEIVED, we hereby Liberty Trust Con	_the within named Mogage is true and bona for any and year last above we assign the with mpany, Cumberlar as to principal	de as therein se ritten.	regoing d, and
FOR VALUE REM	consideration in said mort i and Notarial Seal the da CEIVED, we hereby Liberty Trust Con	_the within named Mogage is true and bona for any and year last above we assign the with mpany, Cumberlar as to principal	de as therein se ritten.	regoing d, and
FOR VALUE REMOTTINGS my hand	consideration in said mort i and Notarial Seal the da CEIVED, we hereby Liberty Trust Con	_the within named Mogage is true and bona for any and year last above we assign the with mpany, Cumberlar as to principal	de as therein se ritten.	regoing d, and
FOR VALUE REMOTTED THE PAYS TH	consideration in said mort i and Notarial Seal the da CEIVED, we hereby Liberty Trust Con ment thereof both with the terms as	_the within named Mogage is true and bona for any and year last above we assign the with mpany, Cumberlar as to principal	de as therein se ritten.	regoing d, and est in forth.

Myree Sing 11 of +

FILED AND RECORDED SEPTEMBER 25" 1954 at 10:10 A.M. Purchase Money This/Murigage, Made this 22 nd day of September in the year Nineteen Hundred and Fifty-four Henry L. Davis and Florence L. Davis, his wife, of Allegany County and State of Maryland, parties of the first part, and Eugene Howell Maryland ____County, in the State of_ Allegany part y of the part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the third part, WITNESSETH: Wibereas, the said Henry L. Davis and Florence L. Davis, his wife, stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of Forty-Two Hundred and no/100----Dollars (\$4200.00), to be paid with interest at the rate of 81x per cent ($\frac{6}{\%}$) per annum, to be computed monthly on unpaid balances, in payments of at least including forty-One----Dollars (\$ 41.00) per month abording the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made. The said Eugene Howell, party of the second part, has joined in this mortgage for the purpose of securing and guaranteeing to the said party of the third part the re-payment by the said parties of the first part, of that part of the mortgage indebtedness hereby secured in excess of Twenty-Five Hundred Dollars (\$2500.00).

End Cabercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Henry L. Davis and Florence L. Davis, his wife,

LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated, lying and being on the Southerly side of Glenwood Street (formerly Wine Street), Cumberland, Allegany County, Maryland, fronting on said Glenwood Street for a distance of 42 feet and extending back 165 feet, being known and distinguished as Lot No. 38 in Percy and Merten's Addition to Cumberland, a plat of which said Addition is recorded in Liber 34, folio 717, among the Land Records of Allegany County, Maryland.

Maryland.

It being the same property which was conveyed unto the said Henry L. Davis and Florence L. Davis, his wife, by Melvin F. Heller and Almeda S. Heller, his wife, by deed dated the 22 day of September, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
provided, that if the said Henry L. Davis and Florence L. Davis, his
wife, their heirs, executors, administrators or assigns, do and shall pay to the said
CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the afore-said sum of Forty-Two Hundred
(\$ 4200.00) together with interest thereon, as and when the same shall become due
and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.
Hnd it is Hgreed that until default be made in the premises, the said
Henry L. Davis and Florence L. Davis, his wife,
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Henry L. Davis and Florence L. Davis,
his wife,
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND
SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or
F. Brooke Whiting
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Henry L. Davis and
Plonence I. Davis his wife that
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, helrs or assigns.
And the said Henry L. Davis and Florence L. Davis, his wife,
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least
Forty-Two Hundred
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim, hereunder, and to place such policy or policies forthwith in presenting of the
then held of cloud defender, and to place such policy or policies forthwith in managed at a

mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with

interest as part of the mortgage debt.

Witness, the handband sealof the said mortgagors

Att	test:
	Ethel McCarty Henry & Davis (SEAL)
	Glorence L. Davis [SEAL]
	EUGENE HOWELL [SEAL]
	State of Maryland. Allegany County, to wit:
	I hereby certify. That on this 22 nd day of September
	n the year Nineteen Hundred and Fifty -four , before me, the subscriber, Notary Public of the State of Maryland, in and for said County, personally appeared
	Henry L. Davis and Florence L. Davis, his wife, and Eugene Howell
8	and they acknowledged the aforegoing mortgage to be their respective
. 8	act and deed; and at the same time before me also personally appeared
	larous A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberand, Maryland.
	he within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said
	larcus A. Naughton further made oath in due form of law that he is
	he Vide President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
16 CI	and, Maryland and duly authorized to make this affidavit.
20	C LIVITATES my hand and Notarial Scal the day and year aforesaid.
1	Ethel He Conty
	Notary Public.

Light Regie By

FILED AND RECORDED SEPTEMBER 27" 1954 at 10:30 A.M.

PURCHASE MONEY

This Morigage, Made this 2478 day of SEPTEMBER in the

year Nineteen Hundred and fifty four by and between

Hugo A. Taschenberger and Ada P. Taschenberger, his wife,

of Allegany County, in the State of Maryland, partica of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

By the payment of Twenty-seven and 79/100 - - - - - (\$27.79) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

ALL that lot, piece or parcel of ground, situate, lying and being on the northerly side of Boone Street, in the City of Cumberland, in Allegany County, in the State of Maryland, and particularly described as follows, to wit:-

BEGINNING for the same at a point on the northerly side of Boone Street where it is intersected by a line extended southerly through the center of the partition wall of the fifth and sixth houses of a block of nine houses built at the northeasterly intersection of Boone and Oak Streets, said point of beginning being also distant 83 feet measured in an easterly direction along the northerly side of Boone Street from its intersection with the easterly side of Oak Street, and running thence with the easterly side of Boone Street, South 69 degrees 30 minutes East 16-1/10 feet to intersect a line drawn through the center of the partition wall and extended southerly of the sixth and seventh houses of aforementioned block of nine houses, thence with said extended line, through the center of the partition wall aforesaid, North 20 degrees 30 minutes East 100 feet to the southerly side of Cypress Alley, thence with the southerly side thereof, North 69 degrees 30 minutes West 16-1/10 feet to intersect a line drawn through the center of the partition wall and extended northerly of houses numbers five and six of said block, thence with said extended line, through the center of the partition wall between houses numbers five and six, South 20 degrees 30 minutes West 100 feet to the place of beginning.

IT being the same property which was conveyed by William R. Carscaden, Trustee, to Hugo A. Taschenberger et ux by deed dated and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements new or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, renewals, and improvements, so that the efficiency of said property shall be maintained.

-

(a)

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-four Hundred and 00/100 - - - - - (\$3400.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levits that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breath of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the s

Hitness, the hand and seal of said mortgagors

_, before me, the subscriber,

Dtate of Maryland,

Allegany County, to-wit:

in the year nineteen Hundred and Fifty four

I hereby certify, That on this 24TH

a Notary Public of the State of Maryland, in and for said County, personally appeared

Hugo A. Taschenberger and Ada P. Taschenberger, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act

and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.
WITHESS my hand and Notarial Seal the day and year aforesaid. Notary Public.
Geo. W. F. G. G. C. C. S. J.
This Mortgage, Made this 24 TN day of SECTEMBER in the
year Nineteen Hundred and fifty-four by and between
Ernest R. Davis and Zannah M. Davis, his wife,
of Allegany County, in the State of Maryland, particized the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgages. WITNESSETH:
Fifty-eight Hundred Fifty & 00/100 (\$5850.00) Dollars.

which sald sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{h^{\frac{1}{2}}}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-seven & 01/100 - - (\$37.01) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being the northerly twenty-five feet of Lot No. 1 and all of Lot No. 2 of Block N, of Bellevue Addition, a plat of which addition is recorded in Plat Book No. 1, folio 58 among the Land Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows, to-wit:

Beginning for the same at a stake standing on the westerly side of Yale Street at the end of a line drawn North 32 degrees 30 minutes East 75 feet from the intersection of the northerly side of Harvard Street And the westerly side of Yale Street and running then with said side of said Yale Street, North 32 degrees 30 minutes East 75 feet to the division line between Lots 2 and 3 of said Block N; then with said division line, North 57-1/2 degrees West 110 feet to the easterly side of an alley; then with said side of said alley, South 32 degrees 30 minutes West 75 feet; and then South 57-1/2 degrees East 110 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Laura G. Conrad, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described iand and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shail pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shail be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight Hundred Fifty & 00/100 - (\$5850.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themseives and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the Indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of sald property or any part thereof, and upon the failure of the mortgagors to keep the buildings on sald property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate epayment of the debt hereby secured and the failure of the mortgage may demand of the mortgagee for a period of thirty days shail constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hoider of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hoider of this mortgage in any action to foreciose it, shail be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the fittle to the herein mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secure

Mittess, the hand and seal of said mortgagors.

Attest:

Ernest R. Davis [SEAL]

Zennah M. Davis

Zennah M. Davis

Zennah M. Davis

Zennah M. Davis

State of Maryland, Allegany County, to-wit:

SERRE

I hereby rertify. That on this 24TN day of Sterenages in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ernest R. Davis and Zannah M. Davis, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

VITNESS my mand and Notarial Seal the day and year aforesaid.

Mayor Startenford and

FILED AND RECORDED SEPTEMBER 28" 1954 at 10:20 A.M.

This Murigage, made this twenty-sevenths September----, in the year Nineteen Hundred andfifty-four , by and between John Devore and Ann L. Devore,

husband and wife, of Westernport, Allegany County, Maryland ----

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said ioan is evidenced by the promissory note of the said Mortgagors, dated the 27th, day of September, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor 8 shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 60.00 each month. The said monthly payments to be applied first, to the payment of accrucing interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 27th. day of September 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the mcantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagge , its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dojiar in hand paid, the said Mortgagor • do hereby bargain and seil, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground eituated in Westermport,

Allegany County, Maryland, improved by dwelling house No. 401, and which
lot fronts 24 feet 10 inches on the north side of Maryland Avenue in said
town, and running back, the same width throughout, a distance of 84 feet
to a 12 foot alley. Being the same property which was conveyed unto the
said parties of the first part by deed from The West Virginia Pulp and
Paper Company, dated June 1, 1950 and recorded among the land recorde of
Allegany County, "aryland on June 13, 1950, and to which deed so recorded
a reference is hereby made for a more definite and particular description
of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof, which might hereafter be executed and in the meantime shall perform all the covenants herin on the Part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be ievied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE defauit be made in payment of anid mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days notice of the time, place, manner and terms of sale, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shail be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor 8. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor 8 to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged iand to an amount of at least IIIty four

hundred
doilars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case
of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and
to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles & Laughlin

John Devon Le V 77 G(SEAL)

	SEAL)
	STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:
	I hereby certify that on this 27th day of September, in the year
	1954, before me, the subscriber, a Notary Public of the State of Maryland,
	in and for sald County, personally appeared, John Devore and Ann L. Devore, his wife,
	the within named Mortgagor s , and acknowledged the foregoing mortgage to be their voluntary
	act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth
	President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made oath in due form of law that the consideration in said mortgage is true and bona
	fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.
	WITNESS my hand and Notarial Seal the day and year last above written.
	Dichard Clevhetworth Off
	a lari or
	NOT THE REPORT OF THE PROPERTY
	ALLEGA MAN
_	for value received, the undersigned, extreme introval work of
do	temport, a corporation does hereby relence within monly
Mea	sich was made by John De Vore und linn J. De l'on the
ינינות סאה	and Seletan ber 1954
de	as witness the hand and the Corporate seal of the raid city
n	tional Bank of Masternkart and
16	aposate seal) The etisens national Dank of glagteringer t,
CEN	It charles I Laughlin By Horace C. Whitwarth friend
wn	Cashila
	11-13 11 Magee red mont 1
_	FILED AND RECORDED SEPTEMBER 28" 1954 at 8:30 A.M.
	PURCHASE MONEY This Hartgage, Made this Twentieth day of September.
	in the year Nineteen Hundred and Fifty four , by and between
	EDWIN MONTGOMERY and DOMENICA MONTGOMERY, his wife,
	of Westernport, Allegany County, in the State of Maryland,
	parties of the first part, and THE FIRST NATIONAL BANK. OF PIEDMONT. WEST
he par	VIRGINIA, a corporation organized under the National Banking Laws,
3	partyof the second part, WITNESSETH:
	Unbereas, the said Edwin Mentgemery and Domenica Montgemery, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIED-MONT, WEST VIRGINIA, in the just and full sum of ONE THOUSAND AND FIFTY (\$1050.00) DOLLARS, as evidenced by their joint and several negotiable, promissery note, of even date herewith, for said sum of ONE THOUSAND AND FIFTY (\$1050.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK;
BERES!	TA, MICH INCOLORS TION GROUP, NO BOLL MANA!

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Edwin Montgomery and Domenica

Montgomery, his wife, parties of the first part, ----
do hereby give, grant, bargain and sell, convey, release and confirm unto the said ----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

ANNY and assigns, the following property, to-wit:

All that lot or parcel of land known as LOT NUMBER ONE HUNDRED and FORTY-SEVEN (147), lying and being in Hammond's Addition to the Town of Westernport, Allegany County, Maryland, and described as follows, to wit:

BEGINNING at the end of the first line of Lot No. 146 and running North 33 degrees East Fifty (50) feet; North 57 degrees West One hundred and twenty-five (125) feet; South 33 degrees West Fifty

(50) feet; South 57 degrees East One hundred and twenty-rive (125) feet to the place of beginning; being the same property which was conveyed to the said Edwin Montgomery and Domenica Montgomery, his wife, by Russell K. Coleman and Mary L. Coleman, his wife, by Deed, dated September 18th, 1954, and to be recorded among the Land Records of said Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

hereby covenant to pay when legally demandable.

married at

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

THE FIRST NATIONAL BANK, OF PIEIMONT, WEST VINGIBIA, 118 SUCCESSORS

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

LIBER 307 PAGE 321 days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then contined or not; and as to the balance, to pay it over to the said parties of, the first part, their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission representatives, heirs or assigns, shall be allowed and paid by the mortgagors. their And the said Edwin Montgomery and Domenica wontgomery, his wife, parties of the first part, ----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and ----assigns, the improvements on the hereby mortgaged land to the amount of at least ------and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to mure to the benefit of the mortgagee , its successors highest or assigns, to the extent of its or -----their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt... Illituess, the hand and seal of said mortgagor s Benach Mayling of Edwin Montgomery [SFAL] STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT: I hereby critify, That on this 74 th day of September, in the year nineteen Hundred and Fifty -four , before me, the subscriber, West Virginia, a Notary Public of the State of Manhack in and for said County, personally appeared Edwin Montgomery and Domenica Montgomery, his wife, ----and each acknowledged the aforegoing Fortgage to be their respective ---act and deed; and at the same time before me also personally appeared J. B. Determan, Cushier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WENESS my hand and Notarial Seal the day and year aforesaid. Myncommission expires Militimery 7th 1961 & Burned Maybury gr.

see to figge the

FILED AND RECORDED SEPTEMBER 28" 1954 at 12:05 P.M.

purchase money

This Mortgage, Made this 2774 day of SEFTEMBER	in the
year Nineteen Hundred and fifty=four by and between	
Chester K. McGill and Norms Jane McGill, his wife,	
of Allegany County, in the State of Maryland, part 105 of the first pa	
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland	l, a body

corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

WITNESSETH:

land, party of the second part, hereinafter called mortgagee.

Ten Thousand & 00/100 - - - - (\$10,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 42 per cent. per annum, in the manner following:

By the payment of Sixty-three & 26/100 - (\$63.26) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that lot or parcel of ground, lying and being on the Braddock Road in Allegany County, Maryland, about 5½ miles west of the city of Cumberland, Maryland, known as Lot No. 7 of the First Addition laid off by The Market Buildings, Inc., in the property known as Braddock Estates, a plat of which said addition is recorded after the confirmatory deed from The Market Buildings, Inc., to Wallace H. McGill et ux, dated September 2, 1954, recorded among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of the Braddock Road lying South 77 degrees 16 minutes East 500 feet,

South 79 degrees 00 minutes East 100 feet from the end of the second line of the parcel of ground conveyed to J. P. Frase et ux by deed of Mary Jane Keeth et al dated September 6, 1950, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 232, folio 623, and running then with the southerly side of the said Braddock Road, it being 33 feet from the center line thereof, South 81 degrees but minutes Fast 100 feet to Lot No. 8, then with said Lot No. 8, South 8 degrees 16 minutes West 184 feet to the right-of-way of the Potomac.

Edison Company, and with it North 77 degrees 10 minutes West 108.7 feet to Lot No. 6, and then North 11 degrees 00 minutes East 175.7 feet to the legipning.

Being the same property which was conveyed unto the mittee of the first part by deed of Wellace M. McCill and Clas C. McGill, his size, dated the lith day of August, 1955, and which is intended to be recorded among the Land Records of Allegary County, Maryland,

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Reneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and may sums of money so advanced shall be added to the usual balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced duali be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that Thay will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Tan Thousans & 00/100 - - - (\$10,000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgage on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note or in any other way from the indehtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagoer to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate renayment of the deht hereby secured and the failure of the mortgagoe to comply with said demand of the mortgagee for a period of thirty days shall constitute a hreach of this mortgage, and at the option of the mortgage, immediately nature the entire principal and interest hereby secured, and the mortgagee may, without notice institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagee's written consent, or should the same be enumbered by the mortgagors, their heirs and personal representatives and assigns, without

Mitness, the hand and seal of said mortgagors.

A	44		-4	L	
A	1.1	P	SI	ŧ.	1

Chester K. McGill

Norma Jane McGill

Norma Jane McGill

State of Maryland,

T. GE D. WILL

Allegany County, to-wit:

I hereby certify, That on this 27TH day of SEPTEMBER

in the year nineteen Hundred and Fifty______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Chester K. McGill and Norms Jane McGill, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Wartings my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and Malled Believer of

UBER 307 PAGE 325

does 501 masses

This Mortgage, Made this 21 day of September
in the year Nineteen Hundred and Fifty-four, by and between

Ada L. Miller, single,

of the second part, WITNESSETH:

of	Allegar	Ŋ		_County, in the State of	Maryland,	SEA
part.Io	of the first part,	and				-
	Mary	E.	Reinhart			

_____County, in the State of Maryland,

Whereas, the said party of the second part has this day loaned unto the said party of the first part the full and just sum of Two Thousand Dollars (\$2000.00), which said sum, the said party of the first part does hereby agree to repay within one year from the date whereof, together with interest thereon at the rate of five percent (5%) per annum due and payable semi-annually, accounting from the date hereof.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her

heirs and aszigns, the following property, to-wit:

Allegany

All that lot, piece or parcel of land lying and being in the City of Cumberland, Allegany County, State of Maryland, and known as Lot No. 2 on plat filed with Trustee's Report in No. 3243 Equity as "Exhibit Plat".

BEGINNING for the said parcel at the end of the first line of Lot No. 1 on Centre Street, Lot No. 1 being described on said plat; and running thence with said street South 39g degrees East 38g feet; then North 51g degrees East 85g feet; North 53 degrees West 40 feet to the end of the second line of said Lot No. 1; and reversing South 51g degrees West 7g feet to the beginning.

Being the same property that was conveyed to the said Ada L. Miller, single, by deeds dated September 19, 1950 and September 26, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber 251, folio 110 and Liber 232 folio 182 respectively.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her

executor , administrator or assigns, the aforesaid sum of... Two Thousand Dollars (\$2000.00) together with the interest thereon, as and when the same shall become due and payable, and in her the meantime do and shall perform all the covenants herein on_ performed, then this mortgage shall be void. And it is Egreed that until default be made in the premises, the said____ party of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part hereby covenants to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said. party of the second part, her Donald W. Mason, heirs, executors, administrators and assigns, or___ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor. her representatives, heirs or assigns. party of the first part, insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand & 00/100______Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, heirs or assigns, to the extent to inure to the benefit of the mortgagee , her their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittess, the hand and seal of said mortgagor Ronald W. Maron [SEAL]

П

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 2/2 day of September

in the year Nineteen Hundred and Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Ada L. Miller, single,

and she acknowledged the aforegoing mortgage to be her

act and deed; and at the same time before me also personally appeared

Mary E. Reinhart

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ronald W. Mason.
Notary Public.

Compared and Station

FILED AND RECORDED SEPTEMBER 29" 1954 at 2:25 P.M. WHEREAS, on the 19th day of March, 1952, Willard E. Rice and Joan Y. Rice, his wife, of the County of Allegany and State of Maryland, did execute a mortgage to John H. Twigg on a certain property situate in Allegany County, Maryland, and more specifically described hereafter, said mortgage being in the sum of \$2,453.49 and interest, and which mortgage is duly recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 259, folio 515; and

WHEREAS, it is the intention of John H. Twigg to assign the said mortgage to C. Glenn Watson, the Party of the Second Part herein.

WITHESSETH, That for and in consideration of the sum of Ten

(\$10.00) Dollars and other good and valuable considerations, the said John H. Twigg, Party of the First Part, does assign all his right, title, and interest in the aforesaid mortgage to C. Glenn watson, his heirs, personal representatives, and assigns, which mortgage covers the following described property, being in the fourth Election District in Allegany County, State of Maryland:

ALL that lot or parcel of ground situate on the southwesterly corner of Elm Street and Laing Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 4? on the plat of Laing's addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

B.GIMMING for said parcel at the southwesterly corner of Laing .. venue and ..lm Street; and running thence with said Laing Avenue, North 56 degrees West 50 feet; thence leaving said Laing Avenue, South 34 degrees West 100 feet; thence South 56 degrees East 50 feet to Elm Street; thence with said Elm Street, North 34 degrees last 100 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property which was conveyed to Willard E. Rice and Joan Y. Rice, his wife, by C. Glenn Watson, widower, by deed dated the 19th day of March, 1952, and which said deed is duly recorded among the Land Records of Allegany County, Maryland.

WITNESS, my hand and seal this 29" day of September, 1954: ATTEST:

David M. Water John H. John H. Tungg

STATE OF MARYLAND, COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, That on this 29 day of September, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Allegany County, aforesaid, personally appeared John H. Twigg, the assignor named in the above instrument of writing, and did acknowledge the aforegoing instrument to be his act and deed.

WITNESS, my hand and Notarial Seal:

Notary Public m. Water

LAW OFFICES

EARL EDMUND MANGES

FILED AND RECORDED SEPTEMBER 29" 1954 at 9:25 A.M.

This Mortgage, Made this _____ 28th

September In the year nineteen hundred and fifty-four

, by and between

Elva L. Schad, widow, and Inez J. Norton, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the sald

Elva L. Schad; widow, and Inez J. Norton, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Five Thousand (\$5,000.00) - - - - - - - - - - - - - Dollars, payable to the order of the sald The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as lt accrues, Six (6%) date at the rate of at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on DECEMBER 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, In consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the Interest thereon, the sald

Elva L. Schad, widow, and Inez J. Norton, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit: All that piece or parcel of land lying and being in Election District No. 16, in Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a large white oak tree bearing three notches, at the point of intersection of the said Grantors' semi-private road with point of intersection of the said Grantors' semi-private road with the private road leading to the residence of Jacob Myers, and running thence with said semi-private road (1) North 23 degrees West 78.5 feet to a steel spike; thence (2) North 32 degrees East 45.75 feet to a stake; thence (3) South 60½ degrees East 34 feet to a stake on the North margin of the said Jacob Myers' road; thence with said road, (4) South 7½ degrees West 79.2 feet, and (5) South 30degrees West 20 feet to the White Oak Tree at the beginning.

Also the garden lot or parcel of land isolated from the aforesaid

Also the garden lot or parcel of land, isolated from the aforesaid residence lot, and described as follows:

BEGINNING at the end of a reference line drawn North 411 degrees West 34 feet from a White Oak tree bearing 3 notches, and crossing a small bridge of cross ties and running thence (an old wire fence surrounding the said garden lot), South 37 degrees West 15 feet; South 63 degrees West 25 feet to a corner post of said fence; thence North 60 degrees West 45 feet to a corner post at foot of a hill; thence North 30 degrees East 396.5 feet, and North 31½ degrees East 17; feet to a corner post of said fence at foot of a hill; thence South 43-3/4 degrees East 67.5 feet; thence crossing a small stream, South 47 degrees West 161.5 feet to a butternut sapling; thence still with said wire fence, South 29½ degrees West 94 feet to a post, and South 31½ degrees West 270 feet to the beginning; containing.48 of an acre.

It being the same property which was conveyed unto the said Mortgagors by George E. Sweigert and wife, by deed dated the 17th day of September, 1954, and to be duly recorded among the Land Records of Allegany County.

ALSO: All that lot, piece or parcel of land situated, lying and being along the Northeasterly side of the original Oldtown Road, just East of the City of Cumberland, in Allegany County, State of Maryland,

which is described as follows, to-wit:

BEGINNING for the same at a stake standing along the Northeasterly side of the original Oldtown Road, it being the beginning of the whole tract of which this is a part, said whole tract having been conveyed by Mathias J. Ruppenkamp, et ux, to Edward Dwiggins, by deed dated the 9th day of June, 1922, and recorded among the Land Records of the afor said Allegany County, in Liber 140, folio 60h, and running thence with part of the first line thereof (as corrected for Magnetic Variation), North 28 degrees 45 minutes East 903 feet, thence South 39 degrees 10 minutes East 312 feet, thence South 50 degrees 50 minutes West 300 feet, thence South 47 degrees 30 minutes West 412½ feet to a large red oak tree standing on side of hill just East of chicken house, thence South 15 degrees 5 minutes West 207½ feet to an iron spike along the Northeasterly side of the original Oldtown Road and at the end of 11 feet on the 10th line of the whole lot conveyed by Ruppenkamp to Dwiggins aforementioned, thence along the Northeasterly side of the original Oldtown Road and with the 10th and 11th lines of the original tract corrected as aforesaid, North 51 degrees 30 minutes West 152 fee North 26 degrees 35 minutes West 116 feet to the place of beginning, containing 4.85 acres. more or less.

It being the same property which was conveyed to Henry A. Schad and Elva L. Schad, his wife, by Jacob G. Myers and wife, by deed dated the 12th day of January, 1946, and recorded in Liber 206, folio 705, one of the Land Records of Allegany County. The said Henry A. Schad has since departed this life, thus vesting the complete title in and to the

above property unto the said Elva L. Schad, as th survivor.

TOGETHER with all household furniture, furnishings and equipment now located in the improvements on the properties on the land herewith described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the sald mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the sald mortgagee, its successors or assigns, the aforesald sum of Five Thousand (\$5,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantline does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least.

Five Thousand (\$5,000.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of September

in the year nineteen

hundred and fifty-four

Thomas L. Keech

before me, the subscriber, a Notary Public of the

Elva I School (SEAL)

Inez 9, Worton (SEAL)

State of Maryland in and for the county aforesaid, personally appeared Elva L. Schad, widow, and Inez J. Norton, widow,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Forley Notary Joblio

FILED AND RECORDED SEPTEMBER 29" 1954 at 3:45 P.M.

This	Mortgage,	Made this 2	925 d	ny of	September,	·
n the ye	ar Nineteen Hundred	and Fifty -f our			, by and b	etween
	Roy S. Orndor	ff and Geneva	M. Orndor	ff, his	wife,	-
)f	Allegany		County, in the S	State of	Maryland	, 9
iation, I	of the first part, he neorporated, a corpor County, in the State of SETH:	ation incorporated	under the laws	of the St	ate of Maryla	and, of
U	Theears, the said n	nortgagee has this d	lay loaned to th	e said mort	gagors , the	sum of
	THENTY-THO HUN	DRED AND THE	NTY			Dollars,
	d sum the mortgagor date hereof, at the ra					

By the payments of TWENTY-FIVE. Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the following described real estate situated on Johnson's Heights in the City of Cumberland, in Allegany County, State of Maryland, which are known and described as follows, towit:

FIRST: All that property on Johnson Heights, in Cumperland, Allegany County, Maryland, known as Block No. 7-A of Sub-Division of Johnson and Doll property on williams Road, plat of same being filed among the Land Records of Allegany County, Maryland, in Liber No. 105, folio 737, and described as follows:

BEGINNING at a point on the easterly side of Winifred Road, same being marked with an iron stake at the Southwesterly corner of Lot No. 8 of Block No. 6-A of Sub-Division, and running with the Easterly side of Winifred Road, South 10 degrees West 90 feet, then continuing with Winifred Road, South 19 degrees 30 minutes East 366 feet; then leaving Winifred Road, North 81 degrees East 310 feet, then North 15 degrees East 260 feet; then North 11 degrees 30 minutes East 87 feet to the Southeastern corner of Lot 17 Mo. 6-A, then by a straight line, North 82 degrees 30 minutes West 463 feet to the BEGINNING, containing 3.40 acres.

SECOND: All of Block No. 8 of Johnson and Doll Sub-Division as laid August 14, 1909, lying South of Williams Road in the City of Cumberland, Allegany County, Maryland. It being all of Block No. 8 as conveyed to winner Bowman by Jeorge A. Bowman, et ux., by deed dated April 26, 1928, and recorded among said Land Records of Allegany County in Liver No. 158, folio 86. It also being one building lot in Block No. 8 that was conveyed to winner Bowman by Joseph S. Schoonover and Rose A. Schoonover, his wife, said deed being dated the 26th. day of May, 1921, and recorded in Liber No. 93, folio 431, among said Land Records.

The above described property known as Block No. 8 is improved by a brick and frame dwelling house of five rooms and bath and by a three room frame cottage. A portion of the above described block No. 8 was heretofore conveyed by Moy S. Orndorff and Helen with write, unto Leonard F. Decker and Betty Muth Decker, his wife, by deed dated November 15, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 214, folio 24, which said portion was later reconveyed by the said Leonard F. Decker and betty Ruth Dicker, his wife, to Roy S. Orndorff and Geneva M. Orndorff, his wife, by deed dated September 22, 1952, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

THIRD: All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Block No. 5- A on a map showing Johnson-Doll Sub-Division of Property on Williams Road, the property hereby conveyed being described as follows:

BLGINNING at a stake at the end of the first line of Block 4-A on East side of winifred Road and running South 10 degrees west 265 feet to a stake, thence leaving said road and running South 77 degrees and 30 minutes East 417 feet to a stake in the Eastern boundary of this property, and with said boundary North 17 degrees and 40 minutes west 40 feet to a stake, thence North 3 degrees and 15 minutes East 121 feet to a stake, thence North 5 degrees and 10 minutes East 125 feet to a stake at the end of the second line of Block 4-A and with said line reversed, North 77 degrees West 381 feet to a stake at the point of the beginning, containing 2 acres and thirty four one hundredths of an acre (2.34).

The above described Block 5-A is improved by a concrete block foundation for a house with brick partitions built into the foundation

a building lot which was conveyed by Roy S. Orndorff and Helen Orndorff, his wife, unto Joseph M. Breighner, et ux., by deed dated April 5, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 214, folio 327.

This being the same property which was conveyed by Harry

はいる

Bowers and Arene Bowers, his wife, unto the said Roy S. Orndorff and Geneva M. Orndorff, his wife, by deed dated September 24, 1954, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

Reference is also made to a deed concerning the same property which was made by Roy S. Orndorff and Helen Orndorff, his wife, unto the said Harry Bowers and Arene Bowers, his wife, by deed dated November 26, 1947, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

Special reference is hereby made to all of the aforesaid deeds for a more full and complete description of the property herein conveyed.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgage that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagor s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the inpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s , their representatives, heirs or assigns.

And the said mortgagor s, their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

TWENTY-THO HUN RED AND TWENTY in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor S to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor S to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-, other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

1

Witness, the hand and seal of the said mortgagor s.

LIBER 307 PAGE 335

Attest:
Rosacie a. Crestie Ray & Ondriff (SEAL)

State of Maryland.

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 29% - day of Suptember,

in the year nineteen hundred and fifty__four______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy S. Orndorff and Geneva M. Orndorff, his wife,

the said mortgagor s herein and they acknowledged the aforegoing mortgage to be the ir act and deed; and at the same time before me also personally appeared Thomas Lohr Richards. Attorney and expent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

ASS my hand and Notarial Seal the day and year aforesaid.

Rocacie a. Crasher Notary Public.

FILED AND RECORDED SEPTEMBER 29" 1954 at 1:50 P.M.

This Murinage, Made this ---- day of September, in the year nineteen hundred and Fifty Four, by and between Elsie Clara Orndorff, unmarried,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor , and THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter called Mortgages, Witnesseth:

Thereas, the said Mortgagor is justly and bona fide indebted unto the said Mortgagee in the full and just sum of Four Thousand Rine Hundred (\$1,900.00) Dollars, for which she has given her promissory note of even date herewith payable on or before three years after date with interest at the rate of 5% per annum in monthly

payments on the principal and interest of not less than Forty Five (\$45.00) Dollars.

And substream, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All that lot or parcel of ground situated on the North side of Union Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning for the same on the North side of Union Street at a point distant eight feet from the Southeast corner of the brick dwelling house erected on the lot conveyed to Amanda Willison by Joseph Dilley and wife by deed dated January 21, 1871, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 33, folio 156, and running thence with said Street, North 75½ degrees East 33 feet to Altamont Terrace; and with said Street, North 1½ degrees West 49 feet; then South 75½ degrees West 33 feet; then South 1½ degrees East 19 feet to the place of beginning.

Being the same property conveyed by The Second National Bank of

Cumberland, Maryland, Trustee, to Elsie Clara Orndorff by deed dated March 27, 1944, and recorded in Liber No. 199, folio 82, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Second. All that lot, piece or parcel of ground situated, lying and being on the Easterly side of Central Avenue, in the City of Cumberland, Allegany County, State of Maryland, known and designated as Lot No. 299 on the plat of the "Cumberland Improvement Company's Eastern Addition and Eastern Addition Annex to Cumberland, Md.," filed in Liber No. 117, folio 731, one of the Land Records of Allegany County, Maryland, and described as follows:

Beginning for the same at a point on the Southeasterly side of Central Avenue where the division line between Lots Nos. 298 and 299 Eastern Addition intersects said side of Central Avenue, and running thence with the Southeasterly side of Central Avenue, South h3 degrees 20 minutes West h0 feet; thence at right angles to said side of Central Avenue, South h6 degrees h0 minutes East 150 feet to an alley; thence with the Northwesterly side of said alley, North h3 degrees 20 minutes East h0 feet to Lot No. 298; and with the Southwesterly boundary of said lot and the original division line between Lots Nos. 298 and 299 in said Eastern Addition, North h6 degrees h0 minutes West 150 feet to the place of beginning.

Being the same property conveyed by Minnie S. Campbell, widow, to the said Elsie Clara Orndorff by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure the purchase price for said property. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frontier, that if the said Mortgagor , its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shail pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of — —Four Thousand Nine Hundred (\$4,900.00)— ——dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor , its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor , its, his, her or their heirs or assigns.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

mitness, the hand and seal of said Mortgagor

Attest: The Dudley. or hard rate charles

Elsie Clara Orndorff (SEAL)

(MANAGE

LIBER 307 PAGE 338

State of Maryland, Allegany County, to-wit:

	3	1	here	by Q	lert	tfg.	that	on	this		-	-	-	-	29th	-	-		•	day	of	September,		
in the	ye	ar	nine	eteen	hu	ndred	and			Fi	ſŧ	y	Fo	ur	,		1	be	fore	me,	the	subscriber,	a	Notary
Public	of	t	he S	State	of	Mary	land,	, in	and	lf	or	A	lle	gai	y Co	un	ty,	p	erso	nall	у ар	peared		

Elsie Clara Orndorff, unmarried,

and acknowledged the aforegoing mortgage to be her act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgage, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Ind gear above written.

| Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Different | Dif

" I Literal setty sity
There's set

FILED AND RECORDED SEPTEMBER 30" 1954 at 2:45 P.M.

This	Mortgage,	Made this	300	day of	September,	-
in the y	ear Nineteen Hundred	and Fifty fo	ur		, by and bety	ween
	Luther d. G	eorge and	Myrtle V.	George,	his wife,	_
of	Allegany		_County, in	the State of	Maryland	_
ciation, Allegany	of the first part, her Incorporated, a corporate County, in the State of SSETH:	tion incorporat	ted under the	laws of the	State of Maryland	d, of
1	Wheears, the said mo	ortgagee has th	is day loaned	to the said r	nortgagors , the su	m of
		NINE P	TUNDRED	cheec plot	Do	llars,
	aid sum the mortgagor s s date hereof, at the rate	The second second	THE PARTY OF	California de Albania	ts with interest the he manner following	
E	y the payments of	AND COLUMN	TWENT	ry	Dol	llars,
on or be	fore the first day of eac	h and every m	onth from th	e date hereof	, until the whole of	said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor S do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated or being in the City of Cumberland, Allegany County, State of Maryland, on Bellevue Street, and known as part of Lot No. 38 and all of Lot No. 39 in Smith's Addition to the City of Cumberland, and described as follows:

BAGINAING at a point on the Northern edge of Bellevue Street, South 48-1/2 degrees East 1 foot 4 inches from the most Westerly corner of Lot No. 38 in said Addition, and running thence North 41-1/2 degrees East 110 feet to Vineyard Alley, then with said Alleg, North 4801/2 degrees West 31 feet 4 inches to Lot No. 40 in said Addition, and with it South 41-1/2 degrees West 110 feet to Bellevue Street and along with Bellevue Street 31 feet 4 inches to the place of BAGINNING.

This being the same property which was conveyed by Robert Carter and Florence J. Carter, his wife, unto the said Luther R. George and Myrtle V. George, his wife, by deed dated August 25, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber 261, folio 267.

The above described property is improved by a frame dwelling house of two stories consisting of 5 rooms and toilet and is known as 113 Bellevue Street, Cumberland, Maryland.

It is covenante d and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgages's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To baye and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagers <u>their</u> heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on theilpart to be performed, then this mortgage shall be void.

Bind it is Bigreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duiy constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s ,their representatives, heirs or assigns.

Bnd the said mortgagors , their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

NINE HUNDRED in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit. commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-, other than the mortgagor S , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreciose this mortgage.

Hintess, the hand and seal of the said mortgagor s.

Attogt:
Kosacie a. Craftice
Luther R. George (SEAL)

Myrtle V. George (SEAL)

Myrtle V. George (SEAL)

State of Maryland, Allegany County, to-wit:

in the year nineteen	hundred and fifty -four Public of the State of Maryland, in	day of Suptember, , before me, the and for said County, personally appeared
act and deed; and a Attorney and agent consideration in said form of law that he	herein and they acknowled the same time before me also personal for the within named mortgagee and mortgage is true and bona fide as the same proper authority to make this y hand and Notarial Seal the day and	,
1 0 3 W.	Kre	alie a. Crather Public.

This Aurigans, Made this lst day of October
in the year Nineteen Hundred and Fifty-four by and between

John E. Mertens (single)

of Allegany County, in the State of Maryland
party of the first part, and Walter F. Miller

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

The said party of the first part stands indebted unto
the said Walter F. Miller in the full and just sum of Five Thousand

(\$5,000.00) Dollars payable five (5) years after date, together with interest thereon at the rate of four (4%) per centum per annum, payable semi-annually, which said principal sum and interest the said party of the first part agrees to pay when and as the same becomes due and payable. The said party of the first part shall have, and he is herebout off the right to pay/the principal sum of this mortgage and accrued interest in whole or in part at any time before the maturity date.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

Walter F. Miller, his

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Northerly side of Elder Street known and designated as Lot No. 96 in the Humbird Land and Improvement Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the Northeasterly intersection of Elder Street and an alley and running then with Elder Street South 53½ degrees East 40 feet, then North 36½ degrees East 125 feet to the Southerly side of an alley, then North 53½ degrees West 40 feet to the Easterly side of said first mentioned alley, and then with said alley South 36½ degrees West 125 feet to the place of beginning.

Being the same property which was conveyed unto John E. Mertens (single) by Barbara M. Beane Bosley and Charles C. Bosley, her husband, by deed dated the 15th day of June, 1954, and recorded in Liber No. 259, folio 318, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his.

executor, administrator or assigns, the aforesaid sum of

W. ..

Five Thousand (\$5,000:00) Dollars

together with the interest thereon, a	s and when the same shall become due and payable, and in
the meantime do and shall perform	all the covenants herein on his part to be
performed, then this mortgage shall	be void.
And it is Agreed that ur	ntil default be made in the premises, the said
ра	rty of the first part
	1 13 . 1
	may hold and possess the aforesald property, upon paying it s and public liens levied on said property, all which taxes
mortgage debt and interest thereon,	the said party of the first part
hereby covenants to pay when legal	
terest thereon, in whole or ln part, o	de in payment of the mortgage debt aforesaid, or of the in- or in any agreement, covenant or condition of this mortgage ded to be hereby secured shall at once become due and payable
and these presents are hereby declar	red to be made in trust, and the said
party	of the second part, his
his, becauthest duly constituted atto- time thereafter, to sell the property and to grant and convey the same to or assigns; which sale shall be mad- days' notice of the time, place, manne- berland, Maryland, which sald sale al- from such sale to apply first to the taxes levied, and a commission of eig	assigns, or Clarence Lippel rney or agent, are hereby authorized and empowered, at any hereby mortgaged or so much therof as may be necessary, to the purchaser or purchasers thereof, his, her or their heirs the in manner following to-wit: By giving at least twenty the er and terms of sale in some newspaper published in Cum- thall be at public auction for cash, and the proceeds arising payment of all expenses incident to such sale, including all ght per cent to the party selling or making said sale; secondly, the under this mortgage, whether the same shall have been then
matured or not; and as to the balance	e, to pay it over to the said
party of the first	
	above power but no sale, one-half of the above commission
	rtgagor his representatives, heirs or assigns.
And the said	party of the first part
1 v v - 1 1954	
Insure forthwith, and pending the ex	lstence of this mortgage, to keep insured by some insurance
company or companies acceptable to	
	eby mortgaged land to the amount of at least
Five Thousand (\$5.00	00.001
	Dollars, ssued therefor to be so framed or endorsed, as in case of fires,
	gee his heirs or assigns, to the extent
policies forthwith in possession of the	heir lien or claim hereunder, and to place such policy or e mortgagee , or the mortgagee may effect said insurance ith interest as part of the mortgage debt.
Witness, the hand and sea	al of said mortgagor
Attest:	S
Dona Reta Leasur	John E. Mertens [SEAL]
	[SEAL]
The same will be a same of	[SEAL]
	[SEAL]

n harm

1

State of Maryland,
Allegany County, to-wit:

3 hereby rertify, That on this lst day of October
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

John E. Mertens (single)
and he acknowledged the aforegoing mortgage to be his
act and deed; and at the same time before me also personally appeared.

Walter F. Miller
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

Tiltger of 15 54

be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinaster mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part. How Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all those adjacent lots or parcels of ground known and designated as Lots Nos. 9, 10 and 11 in Block No. lil in Potomac Park Addition, situated on or near the McMullen Boulevard (formerly River Road) about three miles Westward from the City of Cumberland, in Allegany County, Maryland, as shown by the Plat and Courses and Distances for said lots in said Addition recorded in Liber 130, folio 1, among the Land Records of Allegany County, Maryland, and particularly described as a whole as follows: BEGINNING for the same at a point on the Northeasterly side of Avenue K at the end of the first line of Lot No. 8 in said Addition, and running thence with said Avenue K, South 38 degrees 54 minutes East 120 feet; thence at right angles to said Avenue K, North 51 degrees 06 minutes East 120 feet to a 20 foot alley, and with it, North 38 degrees 54 minutes West 120 feet to the end of the second line of whole Lot No. 8 aforesaid, and reversing said second line, South 51 degrees 06 minutes West 120 feet to the place of beginning. BEING the same property conveyed unto the said George H. Blubaugh, et ux., by Eston E. Stonestreet, et ux., by a deed dated September 19, 1950, and recorded in Liber 230, folio 718, one of the Land Records of Allegany County, Maryland. Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining. To have and to bold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple. Provided bowever, That if the said parties of the first part, their heirs and assigns, ---------make or cause to be made the payments, and perform and comply with the convenants, their conditions and agreements herein mentioned on..... part to be made and done, then this mortgage shall be void. And the said parties. hereby convenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as

at the rate of 6% per annum,

follows, that is to say:

Thirteen Hundred and 00/100 -

UBER 307 PAGE 346 and interest, on or before the first Monday of each in monthly payments of not loss than \$13.00 and every month hereafter, until the whole of said principal dobt and interest is paid, the first monthly payment being due on the first Monday in October, 1951. at the office of the said, The Allogany' Building, Loan and Szvinge Company, of Cumberland, Maryland. SECOND. To pay all taxes, public duce and assessments legally levied on said property and on said mortgage dobt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said merigages may pay the same and charge such sum or sums against said mortgage debt as part thereof, THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgages or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Hundred and 00/100 - - - - dollars and to cause the policy or policies issued theirefore to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages or its assigns, to the extent of its or their lien or claim herounder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgages. And in default of such insurance, the mortgages may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof. Drovided, That if default should be made by the said parties of the first part, their heirs and assigns, - - - or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its essigns, by Company, its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied. PIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale. SECOND. To the payment of all claims and demands of said mortgages, its successors or assigns herounder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their heirs, personal representatives, and interest may appear, or to whoseever may be entitled to the same. Outness the hands and seals of the seid parties of the first part hereto the day and year first hereinbefore writim. Test: Miles & and Grille R. Bluban State of Maryland, Hllegany County, to-wit: 1 Mereby Certify, That on this _ in the year nineteen hundred and many fifty four ___ before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared George H. Blubaugh and Orvella R. Blubaugh, his wife, - - - -

and they acknowledged the aforegoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

miles and

" ntg _ 1 tg

FILED AND RECORDED SEPTEMBER 30" 1954 at 1:20 P.M.

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand (\$2,000.00) Dellars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Six Dollars and Thirty Cents (\$26.30) on account of interest and principal, payments to begin on the 18 day of October , 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage



indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged preperty, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all those lets, pieces or parcels of land knewn and described as Lots Nos. 214, 215, 222, and 223 in LaVale Wonderland Addition, in Allegany County, Maryland, and being about five miles West of the City of Cumberland, a plat of which is recorded among the Land Records of Allegany County aforesaid, in Plat Case No. 55, and a description of the courses and distances, metes and bounds, of said lots are found in Liber L.L.S. No. 139, folio 254, one of the Land Records of Allegany County, aforesaid, said Lots Nos. 214, 215, 222, and 223 being particularly described as follows:

LOT NO. 214: BEGINNING at a peg on the North side of Arctic Avenue at the end of the first line of Lot No. 213, and running thence with said Avenue North 43 degrees 30 minutes East 25 feet, thence North 46 degrees 30 minutes West 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 213, and with said line reversed South 46 degrees 30 minutes East 120 feet to the beginning.

LOT NO. 215: HEGINNING at a peg on the North side of Arctic Avenue at the end of the first line of Lot No. 214, and running thence with said Avenue North 43 degrees 30 minutes East 25 feet to Derris Street and with said Street North 46 degrees 30 minutes West 120 feet to an alley, and with alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 214, and with said line reversed South 46 degrees 30 minutes East 120 feet to the beginning.

LOT NO. 222: EEGINNING at a peg on the South side of Panama Avenue at the end of the first line of Lot No. 221, and running thence with said Avenue Worth 43 degrees 30 minutes East 25 feet, thence South 46 degrees 30 minutes East 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Let No. 221 and with said line reversed North 46 degrees 30 minutes West 120 feet to the beginning.

LOT NO. 223: HRGINNING at a peg on the South side of Panama Avenue at the end of the first line of Let No. 222 and running thence with said Avenue North 43 degrees 30 minutes East 25 feet to the West side of Derris Street, and with said Street

South 46 degrees 30 minutes East 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 222 and with said line reversed, North 46 degrees 30 minutes West 120 feet to the beginning.

It being the same preperty conveyed to the parties of the first part by William M. Connell et al. constituting the Beard of Trustees of the Policemen and Firemen Welfare Association of Cumberland, Maryland, by deed dated the 31st day of October, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber 194, folio 520.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the

premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aferesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust and the said party of the second part, its successors or assigns, or Welter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mertgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the preceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above pewer, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagers, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so fremed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in pessession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagers.

WITNESS as to both:

Candis

B Raymond Lowery (SRAL)

Irene I. Lowery

THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITION OF THE SECURITIES.

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this _______ day of September, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. RAYMOND LOWERY and IRENE I. LOWERY, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALHERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Elysteth & Broslice

My Commission expires May 2, 1986

FILED AND RECORDED SEPTEMBER 30" 1954 at 1:20 P.M.

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Three Hundred (\$1,300.00) Dollars, payable one year after date, with interest from date at the rate of six per cent (6%) per annum, payable quarterly,

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the

sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior te the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns:

PARCEL ONE: All that piece or parcel of ground, together with the imprevements thereon, situated on the southerly side of Quebec (formerly Franks) Street in the East End Land Company's Addition to Cumberland, which is more particularly described as follows, to-wit:

EEGINNING at a point on the southerly side of Quebec (formerly Franks) Street, which point of beginning is distant south 68 degrees 10 minutes east 39 feet from the intersection of the easterly side of Ontario (formerly Victoria) Street with the southerly side of Quebec (formerly Franks) and running thence continuing with the southerly side of Quebec (formerly Franks) Street, south 68 degrees 10 minutes east 25 feet thence leaving said street and running south 21 degrees 50 minutes west 80 feet; thence north 68 degrees 10 minutes west 25 feet, thence north 21 degrees 50 minutes east 80 feet to the place of beginning.

It being the same property conveyed to Judith E. Lewis by James W. True and Mae Belle True, his wife, by deed dated the 30th day of January, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 213, folio 347.

PARCEL TWO: ALL these parts of lets, pieces or parcels of land, known and designated as parts of Lets Number 19 and 20, on the plat of the said East End Land Company of Cumberland, Allegany County, Maryland, and described by the following metes and bounds:

П

REGINNING on the Southerly side of Frank Lane, at the end of the first line of Lot Number 21, and thence, with said Frank's Lane, South 68 degrees 10 minutes East 64 feet; thence South 21 degrees 50 minutes West 80 feet, North 68 degrees 10 minutes West 64 feet to the end of the second line of Lot Number

21, and with it reversed, North 21 degrees 50 minutes East 80 feet to the beginning, each lot being 64 x 80 feet more or less.

It being the same property conveyed to Judith Lewis by John J. Bartik and Adaline Bartik, his wife, by deed dated the 8th day of July, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 251, folio 258.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Three Hundred (\$1,300.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mertgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mertgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mertgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and

empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further cevenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mertgaged property to the amount of at least One Thousand Three Hundred (\$1,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endersed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seels of the said mortgagers.

WITNESS as to both:

Judith E. Lewis (SRAL)

۱

WITNESS as to bethi

Day Jose

John H. Lewis

STATE OF MARYLAND,

1

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 25 day of September,

1953, before me, the subscriber, a Notary Publis in and for the State
and County aforesaid, personally appeared JUDITH B. LEWIS AND JOHN

H. LEWIS, her husband, and each acknowledged the aforegoing mertgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Elysted & Brigheld

My Commission expires May 2, 1955

 part hereby covenant to pay to the said party of the second part, Ita successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shail also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part J of the second part, ita successors manand assigns, the following property, to-wit:

ALL that lot of ground lying and being in the Town of Frostburg, Allegany County, Maryland, being part of a tract of land called "The Hotel" conveyed by Mary McCulloh to Robert McCulloh by deed dated the 11th day of March, 1858, and recorded in the Land Records of Allegany County, Maryland, in Liber 16, folio 635, and being more particularly described as follows. described as follows, to wit:

BEGINNING for the part hereby conveyed at a locust poet etanding South sixty-two degrees East seventy-seven feet from the beginning of the original lot, (said beginning being a post on the south margin of the National Road which is now known as Main Street, North one and one-half degrees East twenty-six feet from the northwest corner of what was formerly known as Robert McCulloh's brick house), and running thence South sixty-two degrees East fifty-five feet to an alley the end of the South eixty-two degrees East fifty-five feet to an alley the end of the first line of the whole lot, thence with said alley South twenty-eight degrees West one hundred sixty-five feet, thence North sixty-two degrees West fifty-five feet, thence by a straight line to the place of beginning.

IT BEING the same property which was conveyed by John J. Coyle and Bernard F. Coyle, Trustees of the Dorothy G. Coyle Trust, to the parties of the first part herein, by deed dated August 29, 1952 and recorded among the Land Records of Allegany County in Deeds Liber No. 244, folio 41.

Ungriher with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Froutded, that if the said parties of the first part, theirheirs, executors, administrators or assigns, do and shall pay to the said party of the second part . its successors EXCENSES AND AND STREET OF ASSIGNS, the aforesaid sum of ... SEVEN THOUSAND THREE HUNDRED- - - - -00/100 DOLLARS (\$7,300.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ia a of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party

of the second part. 1ta successors their execution administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment ali expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mort-

gage, whether the same shall have been then matured or not; and as to the balance, to pay it overto to the said partias of the first part, thair heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said partias of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN TROUSAND THREE HUNDRED OO/LOC (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee or its aucceasaors keirs or assigns, to the extent of its Or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: BAYD R. WILLETTS DAYID R. WILLETTS JOHN L. CLISE Sauce J. Clica [Seal] LAURA J. CLISE Sauce J. Clica [Seal] JOHN L. CLISE and LAURA J. CLISE, his wife and the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and and the same time before me also personally appeared P. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made each in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and further made each that he is the each ir of the prostburg National Bank, WITHERS my hand and Notarial Seal the day and year aforesaid.	1	
to the said parties of the first part, thair heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage of the mortgage of the mortgage and to the amount of at least SEVEN THOUSAND THREE HUNDRED OO/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgage of the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bittess, the hands and seals of said mortgagors. Witness: JANTO R. WILLETTS JOHN L. CLISE Stafe of Maryland. Allegany County, in-mit: Jherehy rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber and and seal and at the same time before me also personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared P. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorised by it to make this WITNESS my hand and Notarial Seal the day and year aforesaid.		gage, whether the same shall have been then matured or not; and as to the balance, to pay it over -
advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors acceptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN THOUSAND THREE HUNDRED 00/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors is give or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: DAVID R. WILLETTS DAVID R. WILLETTS JOHN L. CLISE State of Maryland, Allegany Country, to-mit: Jhereby rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared P. EARL KREIVZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and further made oath that he is the easilier of said Bank and duly suthorised by it to make this altreaction. WILLETTS WILLETTS And DAVID R. WILLETTS And DAVID R. Cashier of said Bank and duly suthorised by it to make this		to the said parties of the first part, their heirs, or assigns, and in case of
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or it is mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or it is mortgaged land to the amount of at least SEYEN THOUSAND THREE HUNDRED 00/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee of the mortgage assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: State of Margland, Allegany County, in-unit: Share of Margland, Allegany County, in-unit: Share of Margland, Allegany County, in-unit: Share of Margland, and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared P. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made eath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made on that he is the easilier of said Bank and duly authorized by it to make this STANCES my hand and Notarial Seal the day and year aforesaid.		
pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its/assigns, the improvements on the hereby mortgaged land to the amount of at least SEYEN THOUSAND THREE HUNDRED OD/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors its or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bithers, the hands and seals of said mortgagors. Witness: DAVID R. WILLETTS JOHN L. CLISE [Seal] JOHN L. CLISE [Seal] JOHN L. GLISE [Seal] JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the said or of said Bank and duly authorised by it to make this stricts in the said of the said and Notarial Seal the day and year aforesaid.		AND STORE FOR THE CONTROL OF THE CON
pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its/assigns, the improvements on the hereby mortgaged land to the amount of at least SEYEN THOUSAND THREE HUNDRED OD/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors its or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bithers, the hands and seals of said mortgagors. Witness: DAVID R. WILLETTS JOHN L. CLISE [Seal] JOHN L. CLISE [Seal] JOHN L. GLISE [Seal] JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the said or of said Bank and duly authorised by it to make this stricts in the said of the said and Notarial Seal the day and year aforesaid.		And the said parties of the first part further covenant to income forthwith and
the amount of at least SEVEN THOUSAND THREE HUNDRED 00/100 (\$7300.00) bollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee . its successors is rise or assigns, to the extent of its or their lion or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Bitness: DAVID R. WILLETTS DAVID R. WILLETTS DAVID R. WILLETTS State of Maryland. Allegany County, to-mit: 3 hereby rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Frostburg Mational Bank, the within named mortgagee and made cath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and further made out that he is the said-lier of said Bank and duly authorised by it to make this DAVID R. WILLETTS		pending the existence of this mortgage, to keep insured by some insurance company or companies
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee . 1ta successors . 1sis or assigns, to the extent of . 1ts or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: Witness: DAYID R. WILLETTS JOHN L. CLISE [Seal] DAYID R. WILLETTS LAURA J. CLISE [Seal] State of Maryland, Allegany County, in-mit: 3 hereby rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorised by it to make this CLISES my hand and Notarial Seal the day and year aforesaid.		
assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: DAYID R. WILLETTS LAURA J. CLISE State of Maryland, Allegany County, in-wit: Jherehy rertify, that on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this ETHNESS my hand and Notarial Seal the day and year aforesaid. Cashier of said Bank and duly authorized by it to make this		the amount of at least SEVEN THOUSAND THREE HUNDRED 00/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Witness: DAYID R. WILLETTS LAURA J. CLISE State of Maryland, Allegany County, in-wit: Jherehy rertify, that on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this ETHNESS my hand and Notarial Seal the day and year aforesaid. Cashier of said Bank and duly authorized by it to make this		or other losses to inure to the benefit of the mortgagee , its successors being or
DAVID R. WILLETTS DAVID R. CLISE SQUARA J. CLISE LAURA J. CLISE (Seal) DAVID R. WILLETTS DAVID R. WILL		assigns, to the extent ofits or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
DAVID R. WILLETTS DAVID R. CLISE SQUARA J. CLISE LAURA J. CLISE DAVID R. WILLETTS DA		Witness, the hands and seals of said mortgagors.
DAVID R. WILLETTS CAUCA G. Clica [Seal] LAURA J. CLISE State of Maryland. Allegany County, for-writ: Defore me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the each is of said Bank and duly authorized by it to make this EXTENSIS my hand and Notarial Seal the day and year aforesaid.		
DAVID R. WILLETTS Cauca J. Clieb. LAURA J. CLISE State of Maryland. Allegany County, to-mif: Jhereby rertify, That on this. 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this WITNESS my hand and Notarial Seal the day and year aforesaid.		Witness:
DAVID R. WILLETTS Cause G. Clica LAURA J. CLISE State of Maryland. Allegany County, to-wif: Jhereby rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this without the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank,		0000
DAVID R. WILLETTS Cause G. Clica LAURA J. CLISE State of Maryland. Allegany County, to-wif: Jhereby rertify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this without the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank,		Wand & Wretter Jahn of like 18001
State of Maryland, Allegany County, to-wif: Jhereby rertify, that on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this DITNESS my hand and Notarial Seal the day and year aforesaid.		DAVID R. WILLETTS JOHN L. CLISE
State of Maryland, Allegany County, to-wif: Jhereby rertify, that on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this DITNESS my hand and Notarial Seal the day and year aforesaid.		HIR N. of Some of Co.
Allegang County, to-wif: Jherehy certify, That on this 29 to day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this ETTYPENS my hand and Notarial Seal the day and year aforesaid.		DAVID R. WILLETTS LAURA J. CLISE [Seal]
Allegang County, to-wif: Jherehy certify, That on this 29 to day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this ETTYPENS my hand and Notarial Seal the day and year aforesaid.	,	
I hereby certify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is attrice. The said Bank and duly authorized by it to make this Could M. John		State of Maryland,
I hereby certify, That on this 29 day of September in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is attrice. The said Bank and duly authorized by it to make this Could M. John		Allegann Cameter tamit.
in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this DUITNESS my hand and Notarial Seal the day and year aforesaid.		anny county, to tot.
in the year nineteen hundred and fifty-four before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this DUITNESS my hand and Notarial Seal the day and year aforesaid.		7 hander was such
a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this ETYPERS my hand and Notarial Seal the day and year aforesaid.		3 hereny ferilly, That on this 29 day of September
a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this ETTNERS my hand and Notarial Seal the day and year aforesaid.		in the year nineteen hundred and fifty-four , before me, the subscriber
and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this WITNESS my hand and Notarial Seal the day and year aforesaid.		
and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this ELITTERY BY. WITNERS my hand and Notarial Seal the day and year aforesaid.		
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this ELITTORY S. WITNERS my hand and Notarial Seal the day and year aforesaid.		JOHN L. CLISE and LAURA J. CLISE, his wife
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG. Cashier of the Prostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affirmed by the make this without the said Bank and Notarial Seal the day and year aforesaid.		and each acknowledged the aforegoing mortgage to be their respective
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bons fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this witnesses my hand and Notarial Seal the day and year aforesaid.		
mortgage is true and bona fide as therein set forth, and further made oath that he is the eachier of said Bank and duly authorized by it to make this attraction of said Bank and duly authorized by it to make this attraction. The eachier of said Bank and duly authorized by it to make this attraction. The eachier of said Bank and duly authorized by it to make this attraction. The eachier of said Bank and duly authorized by it to make this attraction.		Cashier of the Frostburg National Bank,
WITNERS my hand and Notarial Seal the day and year aforesaid.		The control of the same
Roll m. Jule	arkery e. z	the campier of said Bank and duly authorized by it to make this
		WITNESS my hand and Notarial Seal the day and year aforesaid.
	4	· · · · · · · · · · · · · · · · · · ·
	1	1511:1 Donal n. Jose
Author 1000 street, Tube	1	
	Sec.	

FILED AND RECORDED SEPTEMBER 30" 1954 at 1:50 P.M.

This	Mortgage,	Made this 30 TW day of	SEPTEMBER	in the

year Nineteen Hundred and fifty -four by and between

Chester C. Stewert and Mern Stewart, his wife,

of Allegany County, in the State of Maryland, part18.6 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Thirty-seven Thousand Five Hundred & 00/100 - - (\$37,500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Four Hundred Seven & 25/100 - - (\$207.25) -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar menth, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Plow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All the surface of that piece or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 12, in the town of Frostburg on the south side of Washington Street and comprising lots Nos. 18 to 23 inclusive as laid out by The Maryland Coal and Realty Company and being more particularly described as follows, to-wit:

Beginning for the same at Maryland Coal and Realty Company's survey station which is a ber of thirty pound T. Rail driven in the ground on the southerly limits of Washington Street, said rail being South 63 degrees 15 minutes East 302.37 feet from the intersection of the south side of Washington Street with the east side of Sleeman Street, and running with south side of Washington Street, South 63 degrees 15 minutes East 300.00 feet then leaving said street South 26 degrees 45 minutes West 164.00 feet to a 16 foot alley and with the north side of alley North 63 degrees 15 minutes West 300.00 feet then leaving alley North 26 degrees 45 minutes East 164.00 feet to the beginning (true meridian courses and horizontal distances used throughout) containing in all 1.11 acres more or less.













Subject, however, to the restrictions and covenants contained in the deed from The Maryland Coal and Realty Company, a Maryland Corporation, to Chester C. Stewart and Mern Stewart, his wife, dated the day of September, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the irpart to be performed, then this mortgage shall be void.

And it is agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such, sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-seven Thousand Five Hundred & 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the sald mortgagors, as additional security for the payment of the indebtedness secured, do hereby set over, transfer and assign to the mortgagee, its successors and hereby secured, do assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this reortgage, and at the option of the mortgagee, immediately mature the entire principal and interest prortange, and at the option of the mortgagee, Immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

the hand and seal of sald mortgagors. Mern Stewart [SEAL] expers May 2, 1955 [SEAL] STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: SEPTEMBER I HEREBY CERTIFY, that on this 30TH day of 1954, before me, the subscriber, a notary public of the State of Maryland, in and for the said County, personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bone fide as therein forth, and did further make oath in due form of law that he had the rooms authority to make this affidavit as agent for the said mortgagee. WITNESS my hand and Notarial Seal the day and year aforesaid. Notsry State of Maryland. Allegany County, to-wit: I hereby certify, That on this In the year nineteen Hundred and Fifty-four before me, the sub a Notary Public of the State of Maryland, in and for said County, personally appeared

Chester C. Stewart and Mern Stewart, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act WITNESS my half and Notarial Seal the day and year aforesaid. and deed; makebulanes have take the the the partition of the decay and decay and decay and decay and decay and

П

LIBER 307 PAGE 361

FILED AND RECORDED OCTOBER 1" 1954 at 8:30 A.M.

This Mortgage, Made this 30th day of textamber

in the year Nineteen Hundred and Fifty-four , by and between

RAYMOND E. MYERS and FRANCES E. MYERS, his wife,

of Allegany County, in the State of Maryland

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Meryland

part y ____of the second part, WITNESSETH:

party of the second part in the full and just sum of Twenty-eight Hundred (\$2800.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Thirty (\$30.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of seid payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or beimond assigns, the following property, to-wit:

ALL that tract or parcel of ground situated on the East side of the old Williams Road, just East of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron pin standing in the center of said road, said pin stands at the end of the sixth line of parcel of ground conveyed by J. Henry Laing and Anna Elizabeth Laing, his wife to Louis J. Labor, et ux., by deed dated the 23rd day of his wife to Louis J. Labor, et ux., by deed dated the 23rd day of February, 1938, and recorded in Liber No. 179, folio 708, one of the Land Records of Allegany County, and continuing thence with the

center of said Road (vernier readings reduced to Magnetic bearings as of February 17, 1938, and with horizontal measurements) North 11 degrees 19 minutes West 200 feet to an iron stake, thence leaving Road and cutting into the whole property, South 87 degrees 13 minutes East 493.1 feet to a stake, thence South 31 degrees 51 minutes West 222.5 feet to a stake standing at the end of the seventh line of the aforementioned Louis J. Labor percel of ground, thence reversing said line and running North 87 degrees 13 minutes West 335.4 feet to the beginning, containing 1.85 acres, more or less.

BEING the same property which was conveyed to the parties of the first part by G. Edward Laing, et ux. et al. by deed dated August 13, 1947, and recorded in Liber No. 216, folio 570, one of the Land Records of Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors
EXECUTOR X MAINTENANT OF Assigns, the aforesaid sum of
Twenty-Eight Hundred (\$2,800.00) Dollars
and the second of the second o
together with the interest thereon, as and when the same shall become due and payable, and i
the meantime do and shall needers all the assessed hours.
performed, then this mortgage shall be void.
And it is Egreed that until default be made in the premises, the said
parties of the first part
may hold and possess the aforesaid property, upon paying i
the meantime, all taxes, assessments and public liens levied on said property, all which taxes
mortgage debt and interest thereon, the said
parties of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the in terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage then the entire mortgage debt intended to be hereby secured shall at once become due and payable
and these presents are hereby declared to be made in trust, and the said.
party of the second part, its successors
tuics examinist moderate and assigns, or William M. Somerville, its,
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said
parties of the first part, their heirs or assigns, and
n case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or its successors or
assigns, the improvements on the hereby mortgaged land to the amount of at least
Twenty-Eight Hundred (\$2,800.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
o inure to the benefit of the mortgagee , 1ts successors zers or assigns, to the extent
f its or their lien or claim hereunder, and to place such policy or
olicies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.
· · · · · · · · · · · · · · · · · · ·
Militiess, the hand and seal of said mortgagor s.
Attest: A / Party of the Con-Court of the Court of
All rome P. 16m
Raymond E. Hyers [SEAL]
Frances E. Myers [SEAL]
January & Torques 1 100 AND

Allegany County, to-mit:

3 hereby rertify, That on this 30 day of Systems day of

	PIRED AND RECORDED UCTOBER 1" 1954 at 1:10 P.M. PURCHASE MONEY
	This Mortgage, Made this 27th day of September
	in the year Nineteen Hundred and fifty-four , by and between
	BUGENE C. EAGAN and GERTRUDE EAGAN, his wife
	· 的。在1975年中,全国中的公司和国际企业,是一个企业,可以通过基础的企业。
	of Allegany County, in the State of Maryland,
	parties of the first part, and PROSTBURG NATIONAL BANK, a national banking
13	corporation duly incorporated under the laws of the United States of
	America, with its principal office in
	me Frostburg. Allegany County, in the State of Maryland.
i	party of the second part, WITNESSETH:
	Whereas, the said parties of the first part are justly indebted

unto the said party of the second part, its successors and assigns, it

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarter ly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nam Therefore. in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said part les of the first hereby give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, its successors the following property, to-wit:

FIRST: ALL that lot, piece or parcel of ground situated in the Town of Midland, Allegany County, Maryland, being Lot No. 2 in Porter's Addition to Midland, conveyed to Patrick O'Brien and Catherine O'Brien, his wife, by Margaret Cavanaugh and others by deed dated October 20, 1930, and recorded in Deeds Liber No. 164, folio 381, among the Land Records of Allegany County, and beginning at the end of the first line of Lot No. 1, conveyed to P. T. Tulley by G. E. Porter, by deed dated November 21, 1874, and recorded in Liber No. 43, folio 478, of said Land Records, and running thence with the limits of the Cumberland and Pennsylvania Railroad, North sixty-two degrees East fifty feet, thence South twenty-eight degrees East one hundred fifty feet to the limits of the County Road (now Main Street), thence along the limits of the Count Road to the end of the second line of Lot No. 1, thence with said second line reversed to the place of beginning.

SECOND: ALL that lot, piece or parcel of ground situate, lying and being in the Town of Midland, Allegany County, Maryland, known as Lot No. 1 in "Addition to Midland", conveyed to Edward M. Kenney by James H. Cook and wife, by deed dated April 1, 1920, and recorded in Deeds Liber No. 132, folio 434, among the "and Records of Allegany County, and described as follows: Beginning for the same at the intersection of Union Street with the limits of the Cumberland and Pennsylvania Railroad, and running North sixty-two degrees East fifty feet, thence South twenty-eight degrees East to the limits of the County Road, thence along and with the limits of said County Road fifty feet to Union Street, thence with said street by a straight line to the place of beginning.

IT being the same property which was conveyed by Ort Brothers Bakery, Incorporated, to the parties of the first part herein, by deed dated November 19, 1945, and recorded in Liber No. 206, folio 311, among the Land Records of Allegany County, Maryland.

THIRD: All that tract or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 27, West of the Town of Lonaconing and on the North side of State Highway Route 36 and being also part of that portion known as No. 4 in a deed from Thomas Carr to Alexander Morton dated December 14, 1912 and recorded in Liber No. 111, folio 363 of the Land Records of Allegany County, Maryland, and being more particularly described as follows: Beginning for the same at a stake standing at two hundred sixty-six feet on the fifth line of the Original which is also the beginning of a tract or parcel of land conveyed by Alexander Morton et ux to Oscar L. Beeman et ux, by deed dated August 16, 1941 and recorded in Liber No. 191, folio 83, of the Land Records aforesaid, and with the fifth and last line reversed South twenty-one degrees fifteen minutes West two hundred eighty-seven and seven-tenths feet to a point five hundred and five-tenths feet on the eleventh line of the Original, then with the remainder of the eleventh line and all of the twelfth, thirteenth and fourteenth lines, North aixty-mine degrees fifteen minutes West seven hundred fifty-four and five-tenths feet, North sixty-two degrees no minutes West two hundred feet, North fifty-three degrees no minutes West three hundred twenty-five feet, North seventy-five degrees thirteen minutes East fifty-two and seven-tenths feet to the beginning of the Original, then with the first, second, third, fourth, and part of the fifth lines,

South seventy-five degrees thirty minutes East two hundred seventy-four feet, South eighty-two degrees forty-five minutes East one hundred fifty-six feet, South sixty-six degrees thirty minutes East two hundred

ninety-eight feet, South seventy-one degrees no minutes East two hundred fifty-two feet, South eighty-four degrees thirty minutes East two hundred sixty-six feet to the beginning, containing in all five and three-tenths acres. (The meridian of the original and horizontal distances used.)

IT being the same property which was conveyed to the parties of the first part herein by Lloyd Morton and his wife, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINEFFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Togriher with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Browthed, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part , 1ts successors together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said parties first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 188 of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors heirs was new and resistant subject of assigns, or COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or

cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said partias of the first part. their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed

representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies succeptable to the mortgagee or its/assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY-FIVE HUNDRED - -00/100 (\$3500.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee . Its successors best or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

and paid by the mortgagors, their

Witness: Can have made by he or the resident the resident the resident the resident the resident to the reside

	Dand R. Vients Engene C. Eagan (Seal)
	David R Threath GERTRUDE EAGAN [Seal]
	State of Maryland,
1	Allegany County, to-wit:
	I hereby certify, That on this 27th day of September
	in the year nineteen hundred and fifty-four , before me, the subscriber
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	EUGENE C. EAGAN and GERTRUDE EAGAN, his wife
	and each acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank,
	the within filmed mortgagee and made oath in due form of law, that the consideration in said prortgage is true and bona fide as therein set forth, and further made oath that he is the cachier of said Bank and duly authorized by it to make this affine with
	WITNESS and hand and Notarial Seal the day and year aforesaid.
	Notary Public

Me to the Ma

America, with its principal office in

Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Therrus, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in

with interest from date at the rate of four and one-half per centum (42%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 120 monthly installments of \$77.73, payable on the 20 day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the of the second part, its successors and assigns, as and when the eame is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of eaid payment, at any time.

And the said parties of the first part covenant and agree to pay to the said party of the second part, in addition to the said paybecome due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due less all sums already paid therefor divided by the party of the second part) elapse before one month prior to the date when such premiums, taxee and assessments will become delinquent, such sums to be held in trust by the party of the second part, for the payment of such premiums, taxes taxes or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Nom Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part. Its successors have and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lote 6 and 7 on the Froetburg Coal Company's Third Addition, a plat of which Addition is recorded in Deede Liber No. 12, folio 61, among the Land Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows, to wit:

BEGINWING for the same at a point on the easterly side of a 20-foot street at the end of the line drawn North twenty-seven and one-half degrees West eixteen feet from the end of the first line of Lot No. 5 in said Addition, and running thence with said eide of said street, North twenty-seven and one-half degrees West One Hundred thirty-two feet to the division line between Lots 7 and 8 of said Addition; thence with Hundred fifty-one feet to the westerly side of Centennial Street (former degrees East One Hundred thirty-two feet to the northerly side of a one-half l6-foot alley; thence with said side of said l6-foot alley, South sixty-one and one-fourth degrees West One Hundred fifty-one feet to the place

IT being the came property which was, conveyed to the partice of the first part herein by Isabel M. Harteock and her husband, Mae Marie Waselrod and her husband, and William H. Geppert, Trustee, by deed of

UBER 307 BUCE 368

even date herewith and intended to be recorded among the Land Records' of Allegany County, Maryland, simultaneously with the recordation of this mortgage. THE STATE OF THE REST TO SE

THIS MORTGAGE SECURES THE PURCHASE PRICE OF THE PROPERTY HEREIN-BEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

The street rights of the region of the street of the street

Firmuiped, that if the said parties of the first part, the Theirs, executors, administrators or assigns, do and shall pay to the said part to the second part . 1ta auccessors THE ENGLANGE AND STREET OF ASSIGNS, the aforesaid sum of_ together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be vold. herein on their

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantlme, all taxes, assessments and public iiens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ica of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part . Ita anggessors | bearing southerness and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such saie, inciuding all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald parties of the first part . their advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said part les of the first part further covenant, to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to the amount of at least SEVENTY-FIVE HUNDRED- - - - - - - - - OO/100 (\$7500.00) Dollars. and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors assigns, to the extent of 1ta lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Tittess, the hands and seals of said mortgagors.

Wellle [Seal] CATHERINE M. WEDDLE

. .

State of Maryland. Allegany County, to-mit:

I hereby rertify, That on this 20 th day of	of September
in the year nineteen hundred and fifty-four	, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County,	personally appeared
HARRY S. WEDDLE and CATHERINE M. W	WEDDLE, his wife
and agh acknowledged the aforegoing mortgage to be the	heir respective
act and deed; and at the same time before me also personally appea	red F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,	
the within named mortgagee and made oath in due form of lav	
west are and bona fide as therein set forth, and furthe the cashier of said Bank and duly authorized affinesit.	by it to make this
TNESS my hand and Notarial Seal the day and year afores	uid.
Ruth	m. Jode
THE ROOM AND DESCRIPTION OF THE WAY WAS A STREET	Notary Public

PARASE AND RESCORDED OCTOBER 2" 1954 at 9100 A.M.

This Mortgage, Made this -

September in the year nineteen hundred and fifty-four

, by and between

Robert L. Horn and Mary A. Horn, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Robert L. Horn and Mary A. Horn, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Eight Hundred Seventy-Five (\$3875.00) - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it at the office of The Liberty Trust Company in Caraberland, Maryland, on March 51, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on December 31, 1954 NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert L. Horn and Mary A. Horn, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Northerly side of Maple Street, as laid out by Harry B. Klostermen in LaVale, Allegany County, Maryland, said lot or parcel of ground being more fully described as follows:

BEGINNING for the same at the end of 300 feet on the third line of the deed from the Real Estate and Building Company to Harry B. Kloster man, said point being in the property line between this described parcel and the land of Jonas Combs, and running thence with a portion of said third line (bearing reversed) South 57 degrees 55 minutes East 51 feet to the limits of the Georges Creek Branch of the Western Maryland Railroad Company (now abandoned and the rails removed), thence with said Railroad bounds by a corrected bearing and distance, South 22 degrees 05 minutes West 86.2 feet to a stake on the Northeast side of a 15-foot driveway called Maple Street, thence with said Maple Street, North 57 degrees 55 minutes West 66 feet to the end of the division line between this described parcel and the land of said Harry B. Klosterman, thence with said division line, North 32 degrees 05 minutes East 85 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ralph K. Wiles, et ux, by deed dated March 8, 1947, and duly recorded in Liber No. 213, folio 695, one of the Land Records of Allegany County.

This obligation is additionally secured by a Chattel Mortgage by and between the same parties hereto and bearing even date herewith.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgages, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Thirty-Eight Hundred Seventy-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or

agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the sald commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the sald mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Eight Hundred Seventy-Five - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Robert L. Horn

Thomas L'Keech

Mary A. Horn (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of

the day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Robert L. Horn and Mary A. Horn, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

s whereof I have hereto set my hand and affixed my notarial seal the day and year

Seo adia la Molary Public

FILED AND RECORDED OCTOBER 2" 1954 at 9:00 A.M.

This Mortgage, Made this —

October

in the year nineteen hundred and fifty-four

, by and between

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Seven Hundred Fifty (\$3750.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being situate on the East side of the Bedford Road and at the corner of the Bedford Road and Mill Road opposite the Zion Church, in Allegany County, Maryland, in Election District No. 23, being described as follows, to-wit:

HEGINNING for the same at a post in a line of fence on the Southerly side of the County Road, also called Mill Road, leading from the Bedford Road to (the Union Grove or Mason Road) said point of beginning being South 70½ degrees West 94 feet from the Southwest corner of the brick building known as Mount Zion Church, and running thence with said County Road, South 81½ degrees West 40 feet to a fence post at the South side of the Bedford Boad, and with said Road. side of the Bedford Road; and with said Bedford Road, South 66 degrees West 40½ feet to another fence post; then South 42 degrees East 107 feet to a stake; North 48 degrees East 101 feet to said County Road; and with it, North 63-2/3 degrees West 78½ feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Violet L. McElfish, et al, by deed dated the 8th day of April, 1948, and recorded in Liber No. 220, folio 266, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgages, its successors or assigns, the aforesaid sum of Dollars, together with the interest thereon when Thirty-Seven Hundred Fifty and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgager shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgages.

AND WHEREAS, this mortgage shall also seewer as of future advances made at the mortgagee's option ment of the mortgage debt, but no to s of the date hereof,







of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, providedthe full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mertgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount

Thirty-Seven Hundred Fifty (\$3750.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

Freed & Most peletoral)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this /ST. day of October

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

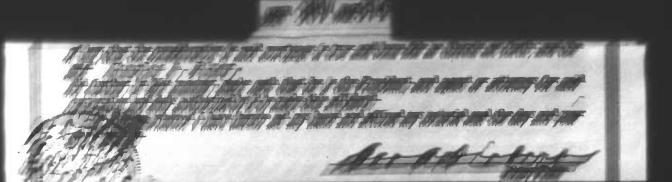
Fred J. Mortsfeldt and Eula Mortsfeldt, his wife,

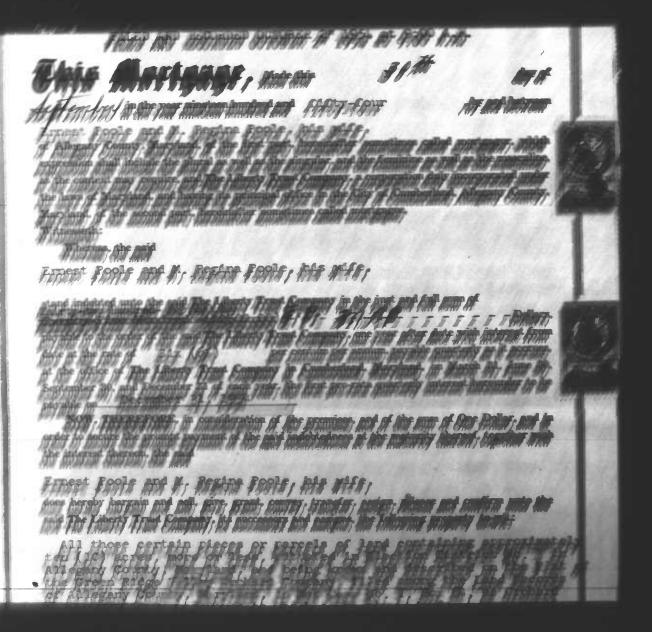
and each

acknowledged, the foregoing mortgage to be their

deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form





Tract No. 972, a reference to which is hereby made for a more particular description thereof.

It being part of the same property which was conveyed unto the said Mortgagors by Russell V. Nierman, single, by deed dated the 25th day of July, 1946, and recorded in Liber No. 210, folio 293, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-two hundred \$(3,200,00) & Bollare, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-two Hundred \$(3,200.00) & P. M.R. P.

Franker-Bacto-Bundred (40500.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said egrporation and duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my notarial seal the day and year

Seasieter

FILED AND RECORDED OCTOBER 2" 1954 at 9:00 A.M.

This Mortgage, Made this

September in the year nineteen hundred and fifty-four , by and between

Ernest Poole and M. Regina Poole, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:



Whereas, the said

Ernest Poole and M. Regina Poole, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-two hundred- \$(1,200,00) E.P. Th.R.L. - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ernest Poole and M. Regina Poole, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those certain pieces or parcels of land containing approximately ten (10) acres, more or less, situated in Election District No. 3 in Allegany County, Maryland, and being known and described on the Plat of the Green Ridge Valley Orchard Company, filed among the Land Records of Allegany County, Maryland, in Map Case No. 1, Box 84, as Orchard

Tract No. 972, a reference to which is hereby made for a more particular description thereof.

It being part of the same property which was conveyed unto the said Mortgagors by Russell V. Nierman, single, by deed dated the 25th day of July, 1946, and recorded in Liber No. 210, folio 293, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-two hundred \$(3,200,00) & Bollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be eash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors or assigns the improvements on the hereby mortgaged land, to the amount

said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ernest Poole (SEAL)

Ernest Poole

M. Regins Poole (SEAL)

M. Regins Poole

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30 th day of September

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Ernest Poole and M. Regina Poole, his wife,

and each acknowledged, the foregoing mortgage to be their deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sotley Notary Jubilo

FILED AND RECORDED OCTOBER 2" 1954 at 9:00 A.M.

This Mortgage, Made this

September in the year nineteen hundred and fifty-four

, by and between

John W. Spross and Lottie M. Spross, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Spross and Lottie M. Spross, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred (\$1100.00) - - - - Doilars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberiand, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rate quarterly interest hereunder to be payable on December 21, 105)

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John W. Miross and Lottie M. Miross, his wife,

does hereby bargain and seli, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that part of a tract of land called "Woodland" situated in Allegany County, State of Maryland, near the Cash Valley Road, and particularly described as follows:

REGINNING at a post in the corner of a fence on the Eisterly side of a run and the Westerly side of the road leading from the Cash Valley Road to Block's Farm, said point being at the end of 156.75 feet of perches on the Fourth Line of said tract called "Woodland" and being also the beginning point of the first parcel of land conveyed by Anthony Dressman, et al, to Henry Dressman by deed dated March 19. 1920, and recorded in Liber 132, folio 175, one of the Land Records of Allegany County, Maryland, and running thence with the first, second and third lines of said first parcel conveyed as aforesaid, as corrected by variation and to call, South 43 degrees 10 minutes West 1481 feet, thence North 77 degrees 50 minutes West 1221 feet to a corner in a fence line, being in the Sixth line of "Woodland", thence North 12 degrees 40 minutes East 5114 feet to a pine stump, thence with a part of the Fourth line of said first parcel, as corrected by variation, North 80 degrees 10 minutes East 300 feet, thence crossing said first parcel, South 48 degrees 20-minutes East 1160 feet to the place of beginning, containing 124 acres.

It being the same property which was conveyed unto the said Mortgagors by Lewis M. Wilson, Trustee, by deed dated the 29th day of April, 1927, and recorded in Liber No. 155, folio 217, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shail be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the

mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

John W. Spross (SEAL)

James M. Losley

Lottie M. Spross (SEAI

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30 th day of September

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

John W. Spross and Lottie M. Spross, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M Forter Public

Filed AND RECORDED OCTOBER 2" 1954 at 9:00 A.M.

The

by and between James W. Wolford and Ethel G. Volford, his wire, of the first part, sometimes hereinafter called the Mortgagors and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Administrator d.b.n.c.t.a. of the Estate of Susan M. Gephart, of the second part, sometimes hereinafter called the Mortgagoe, WITNELSTIN:

WHEREAS, the said Morigagors stand indebted unto the Morigages in the full sim of Six Thousand (\$6,000.00) bollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30. September 30, and December 31, of each year, the first pro-rate quarterly interest on said note to be payable on the 31st day of December, 1954.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the frompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James W. Wolford and Ethel G. Wolford, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company. Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, the following property, to-wit:

All that lot or parcel of ground lying and being in Dilfer Farms Addition to Cumberland, Maryland, it being Lot No. 40 as shown on the Flat of said Addition recorded in Flat Case Box No. 166 in the Office of the Clerk of Court for Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Westerly side of Sunbury Avenue with the Northerly side of Holland Street, and running thence with the Westerly side of Sunbury Avenue, North 54 degrees 13 minutes West 120 feet, thence South 35 degrees 47 minutes East 40 feet, thence South 54 degrees 13 minutes East 120 feet to the Northerly side of Holland Street, and with said side of said Street, North 35 degrees 47 minutes East 40 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by John J. Long and wife by deed dated





the 3rd day of September, 1943, and recorded in Liber No. 197, folio 210, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

and no longer, the Mortgagor shall retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreements, covenant or condition of the mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and made demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his

or their duly constituted attorney or agent, are hereby authorized and empowered at any lime thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days! notice of time, place, manner and terms of sale, in some newspaper published in C mborland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the procoeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance gaid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire to inure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy orpolicies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

James W. WOLFORD (SEAL)

WITNESS:

Range Midola

SEAL (SEAL)

STATE OF MARYLAND COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this plant day of Catabel 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James W. Wolford and Ethel G. Wolford, his wife, and each acknowledged the aforegoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fied as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the Fresident and agant or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed by Notarial Seal the day and year above written.

KNOTARY PUBLIC Y

A Willer The Train City

FILED AND RECORDED OCTOBER 4" 1954 at 9:00 A.M.

This Anrigage, made this 2nd day of October

, in the

year Nineteen Hundred and fifty-four , by and between

Kenneth W. Sulser and Evelyn V. Sulser, his wife,

hereinafter called Mortgagor S, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part les of the first part and

W. Wallace McKaig,

herelnafter called Mortgagee , which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part y of the second part, witnesseth:

WHEREAS, The said Mertgagors are justly and bona fide indebted into the said Mortgagee in the full sum of Ninety-Five Hundred (19500.00) Dollars, which said indebtedness is payable three years after date here-of, together with the interest thereon at the rate of Four and One-Half (Mar) per centum per annum. The said Mortgagors hereby covenant and agree to make payments of not less than One Hundred (\$100.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, the following property, to-wit:

All that part of two lots or parcels of ground situated near the Little Valley Road about one mile Northeasterly of the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. 126 and 1264 of Section A as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows:

DECINNING for the same at a planted stone at the intersection of the Southerly side of Park Avenue with the Easterly side of Forest Avenue, and running thence with the Easterly side of Forest Avenue, South 39 degrees 26 minutes West 135 feet to a point distant fifteen feet from Lot No. 103; thence South 50 degrees 34 minutes East 75 feet to the line dividing Lots Nos. 125 and 126; thence North 39 degrees 26 minutes East to the Southerly side of Park Avenue; thence with the Southerly side of Park Ivenue, North 46 minutes West 80 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Branson J. Nelson and wife, by deed dated the 21st day of November, 1945, and recorded in Liber No. 206, folio 172.

ALSO: All that parcel of land situated on the Southerly side of McMullen Highway, being the Southwesterly one-half of Lot No. 21 of White's Addition in District No. 7, at Rawlings, Allegany County, Maryland, a Plat of said Addition being filed among the Land Records of Allegany County, said parcel being described as follows:

BEGINNING for the same at the end of the fourth line of Lot No. 22 of said Addition, which point is also the beginning of the first line of Lot No. 22, and running with McMullen Highway, North 40 degrees 30 minutes East 30 feet, thence with a line parallel to the fourth line of Lot No. 22, South 49 degrees 30 minutes East 310 feet to the third line of said Lot No. 21, thence South 40 degrees 30 minutes West 30 feet to the end of the fourth line of said Lot No. 22, and with that line reversed, North 49 degrees 30 minutes West 310 feet to the point of beginning on McMullen Highway.

It being the same property which was conveyed unto the said Mortgagors by Conda O. Smith and wife, by deed dated the 28th day of August, 1954, and recorded in Liber No. 261, folio 319, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of land known as Lot No. 22 of White's Addition in District No. 7, at Rawlings, Allegany County, Maryland, a Plat of said Addition being filed among the Land Records of Allegany County, said Lot being described as follows:

BEGINNING for the same at the end of the first line of Lot No. 21, and running thence South 40 degrees 30 minutes West 60 feet, thence South 49 degrees 30 minutes East 310 feet, thence North 40 degrees 30 minutes East 60 feet to the end of the second line of Lot No. 21, and reversing same, North 49 degrees 30 minutes West 310 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Mabel A. White, widow, by deed dated the 20th day of August, 1954, and recorded in Liber No. 261, folio 316, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 223 of

the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto. TOGETHER with the bulldings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or ln anywlse appertaining. PROVIDED that If the said Mortgagor S shall pay to the said Mortgagee the aforesaid Ninety-Five Hundred (\$9500.00) - - - - - and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. AND IT IS AGREED, that until default be made in the premises, the said Mortgagors occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable. BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling. The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the rstification of the auditor's report; and third, to pay the balance to the said Mortgagor S . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor 3 to the person advertising. AND the said Mortgagor S further convenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Ninety-Five Hundred (\$9500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policles forthwith in possession of the Mortgagee ; and to pay the premium or premiums for said Insurance when due. WITNESS the hand and seal S of said Mortgagors. songe Potregues (SEAL) STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT: I hereby certify that on this 2nd day of October 19 54, before me, the subscriber, a Notary Public _of the State of Maryland, in and for said County, personally appeared, Kenneth W. Sulser and Evelyn V. Sulser, his wife, the within named Mortgagor s , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared _____ W. Wallace McKaig,

_the within named Mortgagee

George Neeglesh

form of law the consideration in said mortgage is true and bona fide as therein set forth.

WITH ESERTY and and Notarial Seal the day and year last above written.

, and made oath in

. Tutger Franching The

-	- Maria 3 3
	FILED AND RECORDED OCTOBER 2" 1954 at 10:40 A.M. Ulit Antique, Made this
	•
	LAURA SHOCKEY and FRED SHOCKEY, her husband
	of Allegany County, in the State of Maryland
	parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
	corporation duly incorporated under the laws of the United States of
	America, with its principal office in
	mk Frostburg, Allegany County, in the State of Maryland,
	party of the second part, WITNESSETH:



Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWO THOUSAND SIX HUNDRED FIFTY- - - - - - - - - - - - - - - 00/100 DOLLARS (\$2,650.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situate near the Town of Frostburg in Election District No. 26, and more particularly described as follows:

BEGINNING for the same at the end of fifty-one and eighty-two hundredths feet on the second line of all that lot or parcel of land which was conveyed to John H. Lewis and Inez M. Lewis by the Consolidation Coal Company by deed dated July 1, 1936, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 176, folio 69, and running thence with the main part of said second line South thirty-eight degrees thirteen minutes East fifty feet, thence running with the third line of the said whole lot South fifty-two degrees twenty-six minutes West two hundred seventy-seven and forty-four hundredths feet to the center of the concrete road, thence with part of the fourth line of said whole lot North thirty-seven degrees thirty-six minutes West fifty feet, thence running across the said whole lot North fifty-two degrees twenty-six minutes East two hundred seventy-six and nine-tenths feet to the place of beginning; containing .31 of an acre, more or less.

IT being the same property which was conveyed to the parties of the first part herein by Violet V. Fair, Trustee, by deed dated May 11, 1946, and recorded in Deeds Liber No. 208, folio 690, among the Land Records of Allegany County, Maryland.

Congriper with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brauthed, that if the said partias of the first part, thairheirs, executors, administra-

tors or assigns, do and shall pay to the said party of the second part . 1ts successors
XXXXXIIIXXXXIIIXXIXX or assigns, the aforesaid sum of
TWO THOUSAND SIX HUNDRED FIFTY00/100 DOLLARS (\$2,650.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said parties of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid on of the
this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the sald party
of the second part. 1ts successors Rens successors and assigns, or
cobey, carscaden and gilchrist its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which sald sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of
advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
And the said parties of the first part further covenant to Insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to
the amount of at least TWO THOUSAND SIX HUNDRED FIFTY and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire
or other losses to inure to the benefit of the mortgagee , its successors
assigns, to the extent of <u>ita or their</u> lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.
Hitures, the hand s and seal s of sald mortgagor s.
DAVID R. WILLETTS DAVID R. WILLETTS FRED SHOCKEY [Seal]
[Seal]
[Seal]

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this / Ab day of OCTOBER.
in the year nineteen hundred and FIfty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
LAURA SHOCKEY and FRED SHOCKEY, her husband
and each acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG.
Cashier of the Frostburg National Bank
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidant.
WITNESS my hand and Notarial Seal the day and year aforesaid.
Ruth m. Joed
RUTH M. TODD Notary Public

FILED AND RECORDED OCTOBER 2" 1954 at 10:25 A.M.

This Mortgage, Made this 187 day of October, in the year

Nineteen Hundred and Fifty-Four by and between

PEARL STELLA SHUEY, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

ONE THOUSAND KIGHT HUNDRED AND FIFTY AND NO/100

Dollars

(\$1,850.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promiseory note



bearing even date herewith and payable in monthly installments of

TWENTY AND 00/100 -----

Dollars,

and on the 1070 day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 187 day of October, 1965, when Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg. Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit: all those parts of Lots Nos. 37 and 38, in the Town of Grahantown, noar Frostburg, allegany County, Maryland, described as follows:

BEGINNING at a stake on the Northwest corner of Lot No. 38 and running thouse South 58 degrees East 90 feet to a stake; thence South 32 degrees west 120 feet to a stake on the North side of Graham Street; thence North 58 degrees West 20 feet to the Southwest corner of Lot No. 37; thence North 32 degrees East 120 feet to the place of beginning — the same being the West half of said Lots Nos. 37 and 38.

David Greening and Viola Greening, his wife, dated October 22, 1928, end recorded in Liber No. 160, folio 557, one of the Land Records of Allegany County, Marylend.

BEING also the same property which wes devised to the said Pearl Stella
Shuey under the Last will and Testament of said William S. Bush, decessed, probated
Lay 26, 1933, and recorded in Wills Liber Q. folio 226, among the records of the
Register of Wills for Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgages.

Its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgager, his heirs, executors, administrators or assigns, do and shall pay to the said mortgager, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public items levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mertgage debt intended to be hereby secured shall at once become due and pay be, and these presents are hereby deciared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby and these

empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the halance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND STORT HUNDRED AND FIFT AND NO/100 (\$1,850.00) Deliars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgages on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgages receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental lavies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the holidings or said property in good condition of repair, the increases may demand the immediate repair of said hulidings or an increase in the assesse of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgager for a period of sixty days shall countitute a branch of this mortgager, and at the option of the mortgager, immediately mature the entire indebtedness hereby secured, and the mortgager may, without notice, institute proceedings to furnished this mortgager, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be emitted (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

Describing the time to the herein more area in the property of
That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof chall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rale Kumanung

Pearl Stilla Shug

305

bearing even date herewith and payable in monthly installments of

Dollars, (8 20.00) commencing on the 10TH day of NOVEMBER and on the day of each month thereafter until the principal and interest are tally paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 1ST day of OCTOBER, 1965 . Privilege is reserved to prepay at any time, without premium or fee, the cutire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible in the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof. tegether with the interest thereon, the said

low hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and - with a fee simple, the following described property, to-wit:

> HE PRIVATE AFTERNIO ET a seems poor were little of \$1

THE ALL THE STATE OF

the convergent to willing J. Problem lend Prov.

From the Commerce of the contract of the contr . If , and I 7, in the orange and the confidence of Country, complete.

der of the control of the design of the control of

is 11 is a man, recerses, probated , and another in this liber ., follows, there we records of the

de inter the ills for Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and

empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

one thousand eight hundred and fifty and NO/100 (\$1,850.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect sald insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax recelpts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the faliure of the mortgager to keep the buildings on sald property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his helrs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof thall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and scal of said mortgagor.

ATTEST:

- RACHEL KHIERIEN

Pearl Stella Shu

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

1 Hereby Certify, That on this 1ST

day of October,

in the year Nineteen

Hundred and Fifty - Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

I EARL STELL STUEY, Widow,

act; and at the same time, before me also personally appeared Williams, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law. that the consideration in said mortgage is true and bona fide as therein set forth; and the said William B. Yates did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

RACHEL KNIERTEN

to repay in installments with interest thereon from

Notary Public

Deorge St. Legg. utty ty

FILED AND RECORDED OCTOBER 4" 1954 at 6:45 A.M.

	This Mortgage, Made this 157 day of house, ocrosee in the
	year Nineteen Hundred and fifty four by and between Bernard L. Loar and Lora M. Loar, his wife.
	Se Pour de L. Louis auda Ma Auda Andrea
	of Allegany County, in the State of Maryland, part 100 the first part, here-
	inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
ĺ	land, party of the second part, hereinafter called mortgagee.
4	WITNESSETH:
	Unbereas, the said mortgages has this day loaned to the said mortgagors, the sum of

Two Thousand (\$2000,00)

which said sum the mortgagors agree

the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty Five (\$25,00)

On or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that ict, piece or parcel of ground, situate lying and being in Allegany County, Maryland, and situate on the Mount Savage Road leading from the City of Cumberland, Maryland, to Mount Savage, Maryland, and near the village of Barrellville, Maryland, which said parcel is more particularly described as follows, to wit:

It being Lot No. 3, as laid off by Mary Loar, and Beginning for the same at a stake standing at the end of a line drawn North degrees 42 minutes West 144.4 feet from the northwesterly corner of Loar's nouse, and running then South 84 degrees 56 minutes West 50 feet, then South 5 degrees 4 minutes East 236 feet, more or less, to Jennings Run, then North 71 degrees East 50 feet, more or less, to intersect a line drawn South 5 degrees 4 minutes East from the place of beginning, and then reversing said intersecting line North 5 degrees 4 minutes West 226 feet, more or less, to the place of beginning, said lot lying between the lots or parcels of ground fronting on said road, owned and conveyed to Robert F. Loar and A. D. Martin, respectively, as of June 3, 1920.

Being the same property which was conveyed unto the parties of the first part by deed of Michael P. Loar et ux dated July 26, 1948, which is recorded in Liber 221, Folio 528, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500,00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collators of this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2000.00)

Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor 5 to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, wi

ı

Mitriess, the hand and seal of said mortgagors

Attest:

BERNARD L. LOAR Sorr [SEAL]

LORA M. LOAR [SEAL]

[SEAL]

State of Maryland. Allegany County, to-wit:

I hereby certify,	That on this 157	day of August,
in the year nineteen Hundred and a Notary Public of the State of M	f Fifty Four Maryland, in and for said County	, before me, the subscriber, personally appeared

Bernard L. Losr and Lora M. Loar, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

FILED AND RECORDED OCTOBER 4" 1954 at 12:15 P.M.

Seven Thousand & 00/100 - - - - - (\$7,000.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-six & 20/100 - - - (\$46.20) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be pald, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of ail taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

And it is the certain piece, parcel or tract of land situate,

lying an laine in Gross Flaction District No. 21, County of allegany,

liste of Manyland, more manticularly bounded and described as

land, to-vit:

Figure 17, as an iron with on the east side of a mublic road

11 a life comes to the lot perswith conveyed and lands of Myron E.

11 and Fut. 2. Side; then along same, North 80 angrees 0 minutes

11 170.9 feet to an iron lin; then all other lands of Margaret A.

11 con et al. South 10 degrees 35 minutes west 171.5 feet to an ash at

11 lic road; then along said public road, South 72 degrees 45 minutes

12 lic road; then along said public road, South 72 degrees 45 minutes

13 lic road; then along said public road first mentioned; then along the east side of the

14 latter road, North 2 degrees 55 minutes lest 65.5 feet to an iron pin;

15 lan North 8 degrees 50 minutes last 72.72 feet to an iron pin at line

16 Myron E. Pice and Buth E. Fice, the place of beginning, containing

17 acres as surveyed for the said Margaret A. Wilson et al, September

17, 1054, by W. Mayes Cunard, R. S.

Reing the same property which was conveyed unto the parties of the first part by deed of Margaret A. Wilson et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and no covenant that Ingy will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is agreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns: which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Savan Thousand & 00/100 - - - (67,000,00) - - - Dollars and to cause the policy or policles Issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its llen or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all liens for public Improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governments was formed to the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage may demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—other than the mortgagoe's, by voluntary or involuntary grant or assignment, or in any other manner, without and personal representatives and assigns, without the mortgage's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5

Witness, the hand and seal of	of said mortgagors.
Attest:	to plane
114	Robert L. Schubert
X late of 8/0 m	Dorothy M. Schubert [SEAL]
The Committee of the Party of the Committee of the Commit	boloony w. Schubert

State of Maryland,
Allegany County, to-wit:

Robert L. Schubert and Dorothy M. Schubert, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Metger littlet

FILED AND RECORDED OCTOBER >" 1994 at 10:47 A.M.

PURCHASE MONEY

This / Mortgage, Made this 4 day of September in the year Nineteen Hundred and fifty-four

OLIE K. TEETER and MONTRE L. TEETER, his wife, and ELSIE

TEETER (wife of Benjamin F. Teeter)

of Allegany County, in the State of Maryland,

parties of the first part, and PENN ECONOMY OIL CO., INC., a corporation duly incorporated under the laws of the Commonwealth of Pennsylvania,

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Three Thousand Dollars (\$3,000.00) this

LIBER 307 PAGE 397

day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$50.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,

together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm into the said party

of the second part. its successors #874 and assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Flintstone in Allegany County, Maryland, and being part of the property conveyed to Josiah G. Dolly by Frances C. Lashley et al by deed dated July 18, 1914, and recorded in Deeds Liber 115, folio 71 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to wit;

BEGINNING for the same in the center of the Baltimore Turnpike (U. S. Route 40) as witnessed by an iron pin beside said road, said pin being 148 feet from the end of the third line of the property conveyed to Russell O. Dolly et ux by Josiah G. Dolly et ux by deed dated January 15, 1937, and recorded in Deeds Liber 176, folio 540 among the Land Records of Allegany County, Maryland, thence South 31-3/4 degrees West 10 perches and 5 links to an iron pin; thence North 60 degrees West 6 perches and 7 links to a stake at Curtis Nashe's line; thence with said line North 23-1/2 degrees East 10 perches and 4 links to the middle of the aforementioned Baltimore Pike; thence with said center line of said Pike, North 59-1/2 degrees East 7-3/4 perches to the point of beginning. Containing 71 square perches, more or less.

SECOND PARCEL: All that lot, piece, parcel or tract of land lying on the southerly side of Baltimore Turnpike (Maryland U. S. Route 40) in or near the Village of Flintstone in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a corner fence post marking the most southwesterly corner and the end of the second line of the Russell O. Dolly et ux property which was conveyed to them by Josiah G. Dolly et ux by deed dated January 15, 1937, and recorded in Deeds Liber 176, folio 540 among the Land Records of Allegany County, Maryland, thence and with the same general course as the westerly line of the aforementioned Russell O. Dolly et ux land South 31-3/ degrees West 29 rods and 10 links (as witnessed by a concrete post 1 rod and 11 links from the end of this line in reverse direction) to the center of a run and the point of intersection with the north line of the land of Jasper W. Robinette; thence with said Robinette line and along the run North 85 degrees West 11 rods and 23 links to a point where said line intersects an extension of the easterly line of the and of Curtis N. Nash et ux, this point being witnessed by a willow tree standing 8 feet southeasterly from the end of the Nash first line and 4-1/2 feet east of the next described west line of the land herein conveyed; thence along the first line of the land of said Curtis N. Nash et ux and reversing the same, North 23-1/2 degrees East 34 rods and 20 links to a point where the same meets the most southwest corner and the end of the second line of the property conveyed by Josiah G. Dolly et ux to B. F. Teeter et ux by deed dated October 1, 1938, and recorded in Deeds Liber 182, folio 204 among the Land Records of Allegany County, Maryland; thence with and reversing the last mentioned second line South 60 degrees East 6 rods and 7 links to the most southeast corner and the end of the first line of the same lot; thence with said first line and reversing the same, North 31-3/4 degrees East 10 rods and 5 links to the center of the aforementioned National Turnpike; thence and with said center of said highway, South 60 degrees East 15 feet as witnessed by a pin beside said highway and the easterly side of a private driveway which must be maintained as an open unobstructed drive for the common use of the owne

of the property herein described and conveyed and the owner of the property adjoining this property on the east until such time as this restriction may be removed by written agreement between the owners of said respective properties; thence with the easterly line of the aforementioned driveway and to its end, South 31-3/4 degrees West 10 rods and 5 links to a stake which is also the end of the second line of the property conveyed by Josiah G. Dolly to Almedia Stonestreet, which deed is duly recorded among the Land Records of Allegany County, Maryland; thence South 60 degrees East 8 rods and 1-1/4 links to the place of beginning. Said property containing 2-1/2 acres, more or less.

IT being the same property which was conveyed by Charles H. Musgrove et ux to Olie K. Teeter et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

The said Elsie Teeter joins in this mortgage for the purpose of and does hereby convey unto the party of the second part, its successors, and assigns, all her right, title and interest in and to the aforedescribed two parcels of property, which interest was acquired as a dower interest, the said Elsie Teeter being the wife of Benjamin F. Teeter, who formerly owned the aforedescribed two tracts of

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Browided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part its successors 20X200ttencxxxxelministrator or assigns, the aforesaid sum of_ - - - - THREE THOUSAND and 00/100 DOLLARS (\$3,000.00) - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shail become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shail be void. And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, ail taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable. But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shail at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors Nills, occeptions, administrators and assigns, or COBEY, CARSCADEN and GILCHRIST _ its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of ali expenses incident to such sale, including ali taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part ies of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to

the amount of at least Three Thousand and 00/100 - - - - - - -

and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fire

- - Dollars,

LIBER 307 PAGE 399

or other losses to inure to the benefit of the mortgagee , its successors keins or					
assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.					
Witness, the hand s and seal s of said mortgagor s.					
Witness:					
A Alarsenel Olis & Datu [Seal]					
Montre L. TEETER [Seal]					
ELSIE TEETER [Seal]					
State of Maryland,					
Allegany County, to-wit:					
I hereby certify, That on this 4 cl day of September					
in the year nineteen hundred and fifty-four , before me, the subscribe					
a Notary Public of the State of Maryland, in and for sald County, personally appeared					
Olie K. Teeter and Montre L. Teeter, his wife, and Elsie Teeter (wife of Benjamin F. Teeter)					
and they acknowledged the aforegoing mortgage to be their respective					
act and deed; and at the same time before me also personally appeared William R. Carscaden. Attorney and Agent for the Penn Economy Oil Co., Inc.,					
the within named mortgagee and made oath in due form of law, that the consideration in said					
mortgage is true and bona fide as therein set forth, and he further made oath that he is the Attorney and Agent for said company and that he is duly authorized to make this saffidayit on behalf of said company.					
WITHESS my hand and Notarial Seal the day and year aforesaid.					
BL XX					
Notary Public					
The state of the s					

FILED AND RECORDED OCTOBER 4" 1954 at 12:15 P.M.

This Marinage, Made this 157 day of OCTOBER in the	he
year Nineteen Hundred and fifty-four by and between	
Cletis W. Carskadon and Leota J. Carskadon, his wife,	
of Allegany County, in the State of Maryland, part 105 of the first part, her inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	a

WITNESSETH:



Twenty-five Hundred & 00/100 - - - (\$2500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 14/100 - - (\$27.14) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

All that tract or parcel of ground situated on the eastern side of the McMullen Highway, in Election District No. 7, of Allegany County, Maryland, and described as follows, to-wit:

Beginning at a post in the east boundary line of U. S. Route No. 220 (McMullen Highway), the beginning corner of the tract of which this is a part, being the tract conveyed by Roland D. Ravenscroft et ux, to John M. Bailey et ux, by deed dated September 21, 1933, and recorded in Liber No. 170, folio 240, one of the Land Records of Allegany County, Maryland, and running then with the first original line, South 13 degrees 10 minutes East (M. B. 1933) (old course was South 45 degrees 10 minutes East but evidently error was made) 366.6 feet to an iron stake, the second corner to original lot, located four feet North from twin red oak trees marked for pointers; then with a portion of the second original line (continued vernier reading), South 46 degrees 50 minutes West 148.5 feet to another iron stake and a small thronberry sprout; then making division line, North b3 degrees 10 minutes West 359.6 feet to another iron stake in said road boundary line and in the last original line; then with said road line, North bb degrees 10 minutes East 148.7 feet to the place of beginning, containing

1.2% scres by calculation, according to a survey made October 3, 19%1, by W. C. Brown, Surveyor, of Mineral County, West Virginia, being a part of the same property conveyed by Poland D. Bavenscroft et ux, to John M. Bailey at ux, by deed dated September 21, 1933, and recorded in Liner No. 170, folio 200, one of the Land Becords of Allegany County, Maryland. Reference to said deed is hereby made for a further description

Being the same property which was conveyed unto the parties of the first part by deed of Lewis E. Harris and Mary A. Harris, his wife, dated September 1, 1965, and recorded among the Land Records of allegany County, Maryland, in Liber No. 205, folio 217.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Egreed that until default be made in the premises, the said mortgagor g may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor g hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigna, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Habthe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

•

of at least. Twenty-five Hundred & 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-presentatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the (1) to deliver to the al representatives, do mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgager s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagers—to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this prortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors .

Attest:

Clotis W. Carskedon

Clotis W. Carskedon

Leats J. Carskedon

Leats J. Carskedon

[SEAL]

Leots J. Carskedon

Allegany County, to-wit:

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Commence terrin cleased?

To terring the Kee response

To terring to the Sty

part_ics___of the second part, WITNESSETH:

Illirras, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Six Hundred Fifty Dollars (\$4,650.00) this day loaned the parties of the first part by the parties of the second part, receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of six per cent per annum, in monthly installments of \$50.00 each; which said monthly payments include both principal and interest, which interest shall be calculated and credited semi-annually. It is understood and agreed that when the principal amount of this mortgage shall be reduced to the sum of Thirty-five Hundred Dollars (\$3,500.00), the interest rate thereon shall be accordingly reduced to five per cent per annum.

The first of said monthly installments shall be due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shail also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Thrrfore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part ies of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot of ground situated in Allegany County, Maryland, three miles West of Cumberland, known as part of Lot No. 7 in Braddock Farms, a plat of which is recorded in Plat Case Box No. 31, of the Land Records of Allegany County, Maryland, said lot being described as follows:-

57 FEET OF LOT NUMBER SEVEN: :

BEGINNING on the northwesterly side of Maryland Street in said Braddock Farms Addition at the end of fifteen feet on the first line of Lot Number Seven of said Addition, and running thence with Maryland Street and with said first line North thirty-nine degrees fifty-four minutes East fifty-seven feet; thence North fifty degrees six minutes West six hundred and five feet; thence South thirty-nine degrees fifty-four minutes West fifty-seven feet; then by a line parallel to and fifteen feet distant from the second line of Lot Number Six, South fifty degrees six minutes East six hundred and five feet to the beginning.

IT being the same property which was conveyed by Fred W. Jenkins et ux, et al, to Paul E. Crowe et ux by deed dated as of even date herewith and to be recorded among the land records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price

of the property therein described and conveyed.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Brauthed, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ies of the second part, their executor, administrator or assigns, the aforesaid sum of

- - FOUR THOUSAND SIX HUNDRED FIFTY and 00/100 DOLLARS - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies of the second part. their heirs, executors, administrators and assigns, or

its, his, her or their duly constituted attorneys or COBEY, CARSCADEN and GILCHRIST agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over heirs, or assigns, and in case of to the said parties of the first part . their advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Six Hundred Fifty and 00/100 - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire of other losses to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Titness, the hands and seals of said mortgagor s.

Witness

Patty and Davis

FAUL E. CROWE

[Seal]

Petty and Davis.

EVELYN L. CROWE [Se

[Seal]

State of Maryland, Allegany County, to-wit:

J hereby certify, That on this day of September.
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Paul E. Crowe and Evelyn L. Crowe, his wife,
and they acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared James A. Perrin, Agent for Edward A. Keeney and May V. Keeney, his wife,
the within named mortgagees and made oath in due form of iaw, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is duly authorized to make this affidavit on behalf of said mortgagees.
WITNESS my hand and Notariai Seai the day and year aforesaid.
Notary Public
. MO. ST. MO.

FILED AND RECORDED OCTOBER 5" 1954 at 10:40 A.M.

Thie	Mortgage,	Made this 4TH day	of 0	Crosee	in the
year Ni	neteen Hundred and f	ifty -four by and	l between.	CAROLINE	made being
-	Millard McCart	y end Frances S.	McCarty	, hie wife,	
corporal	called mortgagors, and te, incorporated under	y County, in the State of I First Federal Savings a the laws of the United S t, hereinafter called mort	nd Loan A	Association of Cum	berland, a body
2000	MATTAGA TAMET			1.00%-100	STATE OF THE PARTY

Cubercas, the said mortgages has this day loaned to the said mortgagors, the sum of Four Thousand Fifty & 00/100 - - - - - (\$1050.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of his per cent. per annum, in the manner following:

By the payment of Thirty & 98/100 - - - - (\$30.98) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate on the northerly side of Mumbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 259 on the plat of the Mumbird Land and Improvement Company's Addition to Cumberland, Maryland, a plat of Which said addition is recorded in Liber No. 1, folio 8 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same on the northerly side of Humbird Street at the end of the first line of Lot No. 258, of said addition and running then with the northerly side of said street, South 53½ degrees Fast 30 feet, then North 36½ degrees East 125 feet to an alley, and with said alley, North 53½ degrees West 30 feet to the end of the recond line of said Lot No. 258, then with said second line reversed, South 36½ degrees West 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Donald D. Utt and Elizabeth S. Utt, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein onterest to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns. or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be nt public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Fifty & 00/100 - - (\$1050,00) - - -Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 16th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage within ninety days after due date all governmental levies that may be made on the mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repairment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty dnys shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagor in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt to the herein mortgag

Hitress, the hand and seal of said mortgagors.

Attest:

Millard Welacty France & Mr. Contact

[SEAL]

THICAR S. Volumer

[SEAL]

[SEAL]

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 4TH day of OCTOBER

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Millard McCarty and Frances S. McCarty, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

1 Pes A. Lagge ally City now. 3

FILED AND RECORDED OCTOBER 5" 1954 at 10:40 A.M.

1. T. S.		ine, Made				OBER	in the
year Nin		and fifty -f				wife,	
corporate	alled mortgago e, incorporated	rs, and First I	ederal Savin of the Unit	gs and Loan ed States of	Associ	istion of Cumi	irst part, here- berland, a body County, Mary-

Three Thousand & 00/100 - - - - - (\$3,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-one & 80/100 - - - (\$31.80) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,





and the said installment payment may be applled by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the southerly side of Cumberland Street in the City of Cumberland, Allegany Courty, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of Cherry Alley at the end of 222 feet measured northerly along the sesterly side of Cherry Alley from its intersection with the northerly side of Washington Street and running then with the easterly side of Cherry Alley North'7 degrees 10 minutes East 94.5 feet to the intersection of the easterly side of Cherry Alley and the southerly side of Cumperland Street as now located, then with ead Cumberland Street South 43 degrees 5 minutes East 147.8 feet, then North 86 degrees 30 minutes West 54 feet, and then North 79 degrees 21 minutes West 59.82 feet to the place of beginning. All bearings refer to the true meridian.

Being the same property which was conveyed unto Ruth L.

Molinari by 2 deeds from Frank Molinari, the first dated August 16,

1931, recorded in Liber No. 166, folio 202 Allegany County Land Records,
and the second by confirmatory deed dated October 10, 1932, recorded

and the Land Records of Allegany County, Maryland, in Liber No. 168,
folio 364, the said Ruth L. Molinari, divorced, by her Last Will and

Testament probated June 11, 1954, recorded in Liber Y, folio 287

Allegany County Wills Records, devised said property unto her daughter,
Ruth Lee Molinari, now intermarried with Lyman M. Zeller, her husband.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain ail buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogctber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is **Bgrccd** that until default be made in the premises, the said mortgagor 8 may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor $_8$ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns. Occorge W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagers, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Three Thousand & 00/100 - - - - (\$3000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgages to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this reortenge, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgager's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to

Witness, the hand and seal of said mortgagors.

Attest:

Lyman M. Zoller [SEAL]

Lyman M. Zoller [SEAL]

Ruth L. Zeller [SEAL]

State of Maryland, Allegany County, to-wit:

WITNESSETH:

I hereby rertify. That on this 474 day of 00 70/3 Expin the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lymen M. Zeller and Ruth L. Zeller, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Model & Charles Public

FILED AND RECORDED OCTOBER 5" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 1 day of Setalar, 1954, by
and between ROBERT J. WELSH and CAROLYN Y. WEISH, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST
NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized
under the laws of the United States, party of the second part,

whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Seven thousand two hundred (\$7,200.00) dollars with interest from date at the rate of four and one half (4-1/2%) per cent per annum, which said sum is a part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a purchase money mortgage and which said sum the

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for end in coneideration of the premises end of the sum of One (\$1.00) doller in hend peid, end in order to escure the prompt peyment of the seid indebtedness, together with the interest thereon, and in order to secure the prompt peyment of such future edvances, together with the interest thereon, as mey be mede by the perty of the second pert to the parties of the first part prior to the full payment of the aforesaid mortgege indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollers end not to be made in an amount which would ceuee the total mortgage indebtedness to exceed the original amount thereof and to used for peying the cost of any repairs, alteratione or improvements to the hereby mortgeged property, the eaid perties of the first part do give, grant, bergain and sell, convey, release and confirm unto the said perty of the eecond part, ite successore and assigns, all thet lot or percel of ground situeted in the City of Cumberland, Allegany County, State of Maryland, and fronting on the South side of Fayette Street in seid City; it being known as part of Lot No. 117 of the Original Town Lote of the City of Cumberlend, and being more particularly described as follows, to-wit:

EEGINNING for the same et a point on the South side of Feyette Street, eaid point being also the beginning of the first line of eaid Lot No. 117, and running thence with a portion of seid first line of said Lot No. 117, South 79 degrees 6 minutes Eest 21 feet; thence, leaving said first line, South 10 degrees 54 minutes West 171 feet to the third line of seid Lot No. 117; thence with a portion of said third line, North 79 degrees 6 minutes West 21 feet to the end of said third line; thence, with the fourth line of eaid Lot No. 117, North 10 degrees 54 minutes Eest 171 feet to the place of beginning.

It being the same property conveyed in e deed of even date herewith by Henry A. Mackey and Mary Margaret Mackey, his wife, to the seid Robert J. Welsh and Cerolyn Y. Welsh, his wife, and

intended to be racorded among the Land Records of Allegany County, Laryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements theraon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise apperteining.

PROVIDED, that if the said parties of the first part, theirs heirs, exacutors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Saven thousand two hundred (\$7,200.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as mey be made by the party of the aecond part to the parties of the first part as hereinbefore set forth, and in the meantime do and shell perform all the covenants herein on their part to be performed, then this mortgage shell be void.

AND IT IS AGREED, that until default be made in the premises, the acid parties of the first part mey hold and possess the
aforescid property, upon paying in the meantime, all taxes, essessments and public liens levied on said property, all of which taxes,
mortgage debt and interest thereon the seid parties of the first
part hereby covenant to pay when legelly demendable; and it is
covenanted and agreed that in the event the parties of the first
part shall not pay all of acid texes, essessments and public liens
as and when the same become due and peyeble, the second party shall
have the full legal right to pey the same, together with ell interest, panalties and legel charges thereon, and collect the same with
interest as part of this mortgage debt.

But in ceae of defeult being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in
part, or in any egreement, covenant or condition of this mortgege,
then the entire mortgage debt intended to be hereby secured, including such future advences as may be made by the party of the
second part to the parties of the first part as hereinbefore set
forth, shell at once become due end payable, and these presents
are hereby declared to be made in trust, and the seid party of the
second part, its successors or essigns, or Walter C. Capper, their
duly constituted attorney or agent, ere hereby suthorized end empowered at eny time thereofter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and
convey the same to the purchaser or purchasers thereof, his, her or

their heirs or assigns; which sale shell be mede in manner following, to-wit: By giving et least twenty deys' notice of the time. plece, manner and terms of sele in some newspeper published in Allegeny County, Meryland, which said sele shell be at public auction for cash, end the proceeds erising from such sele to epply first, to the peyment of ell expenses incident to such sele, including texes, end a commission of eight per cent to the party selling or making said sale; secondly, to the payment of ell moneys owing under this mortgage, including such future edvences es mey be mede by the party of the second part to the parties of the first part as hereinbefore set forth, whether the seme shall have then metured or not, end es to the belence, to pey it over to the said parties of the first pert, their heirs or essigns, end in cese of edvertisement under the ebove power, but no sale, one-half of the ebove commissions shall be allowed end peid by the mortgegors, their representatives, heirs end essigns.

And the seid parties of the first part further covenent to insure forthwith and pending the existence of this mortgage, to keep insured by some insurence company or compenies acceptable to the mortgagee or its successors or essigns, the improvements on the hereby mortgaged property to the amount of et leest Seven thousand two hundred (\$7,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or essigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may affect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hends end seals of the said mortgagors.

Witness es to both:

Palent J. Welsh (SEAL)

a.a. Hehmel

Corolyn Y. Welsh (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, Thet on this ________,

1954, before me, the subscriber, e Notary Public in and for the

Stete and County eforeseid, personally appeared ROBERT J. WELSH

and CAROLYN Y. WELSH, his wife, and each acknowledged the afore
going mortgage to be their respective act and deed; and at the

seme time before me also personally appeared ALBERT W. TINDAL,

President of The First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein

OTAMA S

WITNESS my hand and Notarial Seal.

_ a.a.Helmich

NOTARY PUBLIC My Commission expires May 2, 1955

Person States & St.

FILED AND RECORDED OCTOBER 5" 1954 at 10:40 A.M.

This Mortgage, Made this HTN day of OCTOBER	in the
year Nineteen Hundred and fifty - four by and between	
Frederick L. Wempe and Betty P. Wempe, his wife,	
of Allegany County, in the State of Maryland, particle of the first part, inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a corporate, incorporated under the laws of the United States of America, of Allegany County, land, party of the second part, hereinafter called mortgagee. WITNESSETH:	

Fifteen Thousand & 00/100 - - - - (\$15,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of One Bundred Twenty-two & 70/100 - (\$122.70) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, the payment of interest; (2) to the payment of all taxes, water ront, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforegranting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unite the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

All that lot, piece or percel of land lying and being in

Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of two lines drawn from the intersection formed by the easterly side of Wempe Drive with the southerly side of Elwood Street, the courses and distancés of which lines are South 11 degrees West 227.75 feet and South 70 degrees 40 minutes East 100 feet; said stake standing also at the end of the third line in a deed from Robert F. Hopkins to Charles L. Twigg et ux dated April 15, 1941, and recorded in Deeds Liber 190, folio 10 among the Land Records of Allegany County, Maryland; then reversing said third line and the same extended South 11 degrees West 117.86 feet to a point on the most southerly line of the original 1.36 scre tract, of which this property is a part, as is shown on a plat of the Frank Wempe Estate which is recorded in Plat Book 1, folio 86 smong the Land Records of Allegany County, Maryland, then with the most southerly line of said original tract South 70 degrees East 396.5 feet; then North 18 degrees 30 minutes East 120.7 feet; and then North 70 degrees 40 minutes West 411.4 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Marie G. Hopkins and Frank Hopkins, her husband, dated the 14th day of December, 1953, recorded in Liber No. 255, folio 430 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the bulldings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on theirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforcsaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - (\$15,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgage is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes, for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation —, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written con

Hitness, the hand and seal of said mortgagors.

Attest:	Frederick L. Wempe [S.	EAL
Bou L Ha	Betty F. Wempe [8	EAL
	[S	EAL
		EAL

State of Maryland, Allegany County, to-wit:

I hereby certify, That on this 4TN day of OCTOBER

in the year nineteen Hundred and Fifty -four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe and Betty P. Wempe, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS and and Notarial Seal the day and year aforesaid.

Notary Public

Poles mathewas acty City

FILED AND RECORDED OCTOBER 5" 1954 at 11:20 A.M.

This Mortgage, Made this & day of October

in the year Nineteen Hundred and Fifty Four- by and between

Frances E. Lehman and Leroy E. Lehman, her husband,

of Allegany County, in the State of Maryland,
part ies of the first part, and The First National Bank of Cumberland,
Cumberland, Maryland, a national banking corporation,

X/S County, vinxibu, State vol.

part y _____of the second part, WITNESSETH:

Unbereas, the said parties of the first part are justly and bonafide indebted unto the said party of the second part in the full sum of THIRTY SEVEN HUNDRED (\$3,700.00) DOLLARS, with interest at the rate of six per centum (6%) per annum, which said sum said parties of

the first part covenant and agree to pay unto the said party of the second part in equal monthly installments of forty-one dollars and eight cents (\$41.08), on account of interest and principal, payments to begin on the # day of . 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of principal of the mortgage indebtedness. The entire impaid principal debt, together with interest thereon, shall become due and payable ten (10) years from the date of these presents.

It is also covenanted and agreed by the parties hereto, and fully understood by them, that this mortgage shall, at the option of the mortgages, secure such future advances as are provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public eneral Laws of Maryland, and any amendments and supplements thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said parties of the first part,

Frances E. Lehman and Leroy E. Lehman, her husband,

done reby give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, The First National Bank of Cumberland, its successors

MERE and assigns, the following property, to-wit:

All that lot or parcel of ground situated in or near the Town of Corriganville, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing at the end of the first line of the FIRST lot or parcel of ground described in the deed from William A. Gunter and Clarence Lippel, "rustees, to George C. DeHaven and Margaret E. DeHaven, his wife, by deed dated August 31, 1945, and recordedamong the Land Geords of Allegany County, Maryland, and running thence with part of the seventh line of the first parcel of ground conveyed by the Union Mining Company to Clad C. DeHaven, by deed dated the 25th day of March, 1913, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 365, and still with the South side of the Mount

Savage and Ellerslie State Road (Magnetic Bearings as of 1922 and with horizontal measurements) North 87 degrees 30 minutes East 105 feet, thence parallel to the second line of the lot or parcel of ground a oresaid conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, South 3 degrees 50 minutes East 127 feet, more or less, until it intersects the Northern edge of the right-of-way of the former C. & P. Railroad right-of-way, now the Western Maryland Railroad right-of-way, thence with said right-of-way, South 55 degrees 18 minutes West 105 feet to an iron stake standing at the end of the second line of the aforesaid property conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, thence reversing said second line, North 3 degrees 50 minutes West 131.75 feet to the beginning.

BEING the same property which was conveyed to the said parties of the first part, Frances E. Lehman and Leroy Lehman, her husband, by William A. Gunter and Clarence Lippel, Trustees, by deed dated the 31st day of August, 1945, and recorded in Liber No. 206, folio 205, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

***EXECUTOR OF THE SECOND PARTY OF ASSIGNS, the aforesaid sum of Thirty Seven Hundred

(\$3,700.00) Dollars,

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

	And it is Agreed that until default be made in the premises, the said parties
	of the first part
	may hold and possess the aforesaid property, upon paying in
	and public liens levied on said property, all which takes,
	ortgage debt and interest thereon, the said parties of the first part do
	ortgage debt and interest thereon, the said
t	But in case of default being made in payment of the mortgage debt aforesaid, or of the inerest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.
8	nd these presents are hereby declared to be made in trust, and the said party of the
	second part, its successors
1	nis, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty or assigns; which sale shall be manner and terms of sale in some newspaper published in Cumdays' notice of the time, place, manner and terms of sale in some newspaper published in Cumderland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all from such sale to apply first to the payment of all expenses incident to such sale; secondly, taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
	and and as to the balance, to pay it over to the said partition
	first part, their in case of advertisement under the above power but no sale, one-half of the above commission in case of advertisement under the above power but no sale, one-half of the above commission in case of advertisement under the above power but no sale, one-half of the above commission in case of advertisement under the above power but no sale, one-half of the above commission in case of advertisement under the above power but no sale, one-half of the above commission
	in case of advertisement under the above power but no sale, offendation of assigns. shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.
	ADERSON TO THE PERSON OF THE P
	Hnd the said parties of the first part do further covenant to
	And the said parties of the first part do further covenant to further covenant to
	End the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least
	further covenant to further forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least are improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns.
	further covenant to further forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least are improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns, the improvements on the hereby mortgaged land to the amount of at least assigns.
	further covenant to further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00)
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors where or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or the mortgagee may effect said insurance
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors where or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors where or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) =
	further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3.700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors where or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirty seven hundred (\$3.700.00)
	further covenant to company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700,00)
	further covenant to further c
	further covenant to company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700,00)
	further covenant to further covenant to further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors where or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirty seven hundred (\$3,700.00) Dollars, and to cause the policy or policies for the mortgage of the mortgage or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies for the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Thirty seven hundred (\$3,700.00) Dollars, and to place such policy or policies for the mortgage or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies for the mortgage or assigns, the hand and seal of said mortgagors. Let Man for the mortgage or the mortgage of the mortgage or the day and year first above the policy or policies for the mortgage of the mortgage of the mortgage or the day and year first above the policy or policies for the mortgage of the mortgage or the day and year first above the policy or policies for the mortgage of the mortgage or the d

State of Maryland. Allegany County, to-wit:

I hereby certify. That on this. A day of Corobia.

in the year nineteen Hundred and Fifty Four ________, before me, the subscriber.

a Notary Public of the State of Maryland, in and for said County, personally appeared

Frances E. Lehman and Leroy E. Lehman, her husband,

and each ______ acknowledged the aforegoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared H. C. Landia,

Vice President and Cashier of

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set for forth.

WHINESS, my hand and Notarial Seal the day and year microscopic last above

Elizabeth B. Brasfield Newary Public.

FILED AND RECORDED OCTOBER 5" 1954 at 2:00 PM

this Mortgage, Made this #22 day of occion, 1950 by and between Martha E. Twigg, widow, of Allegany County, Maryland, of the first part, hereinafter sometimes called Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Martha E. Twigg, widow, stands indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) Dollars, payable to the





order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six per centum (6%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 20, September 30, and December 31 of each year, the first prorata quarterly interest hereunder to be payable on December 31, 1954.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Martha E. Twigg, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that tract, piece or parcel of ground situate about four miles West of Oldtown, in Allegany County, State of Maryland, and being part of a tract of land called "Consolation" resurveyed for Adam Barth March 28, 1879, and also part of another tract called "Mosqua Second Part", and which said parts of said tracts are described as follows:

BEGINNING for the same at a large planted stone marked "end of 117 line-one of the orig. white oak" planted at the end of the 117th line of a tract of land called "Fifteen Mile" and also end of the 15th line of the aforementioned tract called "Consolation", and running thence reversing the lines thereof as corrected by magnetic variation, South 30-1/3 degrees West 24 perches, South 8-3/4 degrees East 24 perches to a stone W.M. stand ing at the beginning of that part of said tract called "Consolation" which was conveyed by John G. Barth, et ux, to Jesse Malone by deed dated March 24, 1885, and recorded among the Land Records of Allegany County in Liber 62, folio 125, thence leaving the lines of said tract called "Consolation" and with the lines of Jesse Malone's part of the same as corrected for magnetic variation, North 76th degrees West 12 perches to two white oak saplings marked with six notches each, North 62 degrees West 15 perches to a hickory sapling marked with six notches, South 69-3/4 degrees West 16 perches, North 69 degrees West 2 perches to a point on the 9th line of aforesaid tract called "Consolation", thence with part of said 9th line as corrected by magnetic variation, South 15 minutes West 6 perches to a point on the 5th line of that part of aforesaid tract called "Mosqua Second Part" which was conveyed by Samuel Appold, et al, to John G. Barth by deed dated

May 11, 1891, and recorded among the aforesaid land records in Liber 70, folio 310, (as located by running from the original bounded pine tree standing as the beginning of said deed and pointed out by John G. Barth) and running thence with the lines thereof as corrected by magnetic variation, North 55 degrees 35 minutes West 11 perches to the end of the aforesaid 5th line, South 71 degrees 25 minutes West 191 perches, North 76 degrees 35 minutes West 2 perches, South 75 degrees 25 minutes West 12 perches, North 80 degrees 35 minutes West RT perches, North 35 degrees 5 minutes West 26 perches to the Northeast corner of Christopher Kelley's land, and with said land, North 38 degrees 50 minutes West 23-3/4 perches, then North 37 degrees 55 minutes East 39 perches to a point on the 5th line of aforesaid tract called "Consolation", thence reversing part of said 5th line as corrected by magnetic variation, North 41 degrees 45 minutes West 78 perches to the end of the first line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to F. L. Bobinette by deed dated October 14, 1907, and recorded among the aforesaid land records in Liber 107, folio 533, thence with the lines thereof as corrected by magnetic variation, North 45 degrees 40 minutes East 14 perches to a pine tree marked with six notches, North 50 degrees 40 minutes East 222 perches to a large elm tree marked with six notches standing along bank of small run, North 11 degrees 40 minutes East 6 perches to a stake near the County Road, North 36 degrees 50 minutes West 5 perches to the end of the third line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to Sarah Shyrock by deed dated November 21, 1908, and recorded among the aforesaid land records in Liber No. 105, folio 322, thence with the lines thereof as corrected by magnetic variation, North 83 degrees 40 minutes East 171 perches to a stake on the North side of the County Road, then leaving said road, North 14 degrees 40 minutes East 8 perches, North 30 degrees 40 minutes East 372 perches to a pine marked with six notches lying on ground, it being the original call (line in deed to Shyrock is only 17) perches but is a mistake), North 50 degrees 20 minutes West 10 perches to a large hickory marked with six notches (found tree and marks on same) thence with a part of aforesaid tract called "Consolation" which is to be conveyed by John G. Barth to Martha C. Twigg, North 8 degrees West 7 perches to a bounded pine, North 20 degrees 45 minutes East 13 perches to a stake witnessed by a red oak sapling marked with six notches, North 41 degrees

45 minutes East 16 perches to a bounded white oak tree, South 55 degrees 40 minutes East 1-4/5 perches to a bounded pin oak tree, North 46 degrees 15 minutes East 10-32/100 perches to a bounded black oak tree, North 18 degrees 10 minutes East 18 perches to a bounded chestnut oak tree, North 20 degrees 35 minutes East 15-12/100 perches to a bounded white oak tree, North 28 degrees 40 minutes East 141 perches to a fence post witnessed by a chestnut oak sapling marked with six notches, said fence post stands at the end of 29-2/5 perches on the second line of that part of aforesaid tract called "Consolation" which was conveyed by A. C. Bevan to Wm. B. Twigg by deed dated March 28, 1908, and recorded among the aforesaid land records in Liber 102, folio 619, thence with the lines thereof as corrected by magnetic variation, South 84 degrees 20 minutes East 12-3/5 perches to a blazed pine tree, North 70 degrees 40 minutes East 40 perches, South 81 degrees 20 minutes East 483 perches to a large white oak tree marked with ten notches standing in a hollow, said tree is also standing at the end of the third line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to William T. Coulehan, et al, by deed dated November 6, 1913, and recorded among the aforesaid Land Records in Liber 113, folio 399; thence with the lines thereof as corrected by magnetic variation, South 87 degrees 20 minutes East 30 perches, South 81 degrees 20 minutes East 7 perches to a large black oak tree at corner of fence at a gate, South 51 degrees 40 minutes East 57 perches to a point on the 23rd line of aforesaid tract called "Consolation", thence reversing the lines thereof as corrected by magnetic variation, South 251 degrees West 611 perches, South 731 degrees West 10 perches, South 151 degrees West 12 perches, South 23-3/4 degrees East 28 perches to an old stake witnessed by several marked trees (pointed out by John G. Barth as where original corner stood), South 101 degrees West 72 perches, North 34-3/4 degrees West 36 perches, South 251 degrees West 26 perches to the place of beginning, containing 344 acres, more or less.

EXCEPTING, HOWEVER, six parts or parcels thereof which have been conveyed away by the said James C. Twigg and Martha E. Twigg, his wife, or by Martha E. Twigg, widow, subsequent to the death of James C. Twigg, which conveyances are as follows:

Deed to Albert F. Wolfe and wife, dated October 7, 1944, recorded in Liber 191, folio 548, conveying .37 of an acre, more or less; Deed to' Nola A. Hartsock dated June 10, 1946, recorded in Liber 210, folio 274, conveying 1.253 acres, more or less; Deed

to Marshall Alvin Shyrock and wife, dated March 23, 1948, recorded in Liber 222, folio 202, of said Land Records, conveying 7/10 of an acre, more or less; Deed to Jesse F. Shipe and wife, dated May 3, 1950, and recorded in Liber 229, folio 707, conveying 2 acres, more or less; Deed to Eugene E. Carder and wife dated November 26, 1951, recorded in Liber 236, folio 301, conveying 185-1/5 acres, more or less; and Deed to Harry A. Robertson and wife, dated September 8, 1953, and recorded in Liber 256, folio 105, conveying 8½ acres, more or less, all of the Land Records of Allegany County, and also Deed to Lionel M. Davis and wife, dated April 21, 1948, and recorded in Liber No. 220, folio 369 of said Land Records, conveying .89 of an acre, more or less.

It being a part of the same property which was conveyed unto the said J. C. Twigg and Martha E. Twigg, his wife. by Federal Land Bank of Baltimore, Maryland, by deed dated September 24, 1941, and recorded in Liber 191, folio 545, one of the Land Records of Allegany County. The said J. C. Twigg has since departed this life thus vesting the complete title in and to the said Martha E. Twigg as the survivor.

The saw timber and chestnut tak bark growing on and all the minerals underlying Mosqua Secont Part are reserved in earlier deeds.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assiss, in fee simple forever.

PROVIDED, that if the said Mortgagor, he heirs, executors, administrators, or assigns does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid um of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemd a default under this Mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mrtgagee.

AND WHEREAS, this mortgage shall all secure as of the date hereof, future advances made at the mortigee's option, prior to the full payment of the mortgage debt but not to exceed

in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

and interest hereby intended to be secured, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt afcresaid, or of the interest thereon, in whole or In part, or in my agreement, covenant or condition of this Mortgage, ther the entire mortgage debt intended to be hereby secured shal at once become due and payable, and these presents are hereby leclared to be made in trust, and the said The Liberty Trust Commany, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the propert/ hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in nanner following, to-wit: By giving at least twenty days! notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the lay of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and 11 premiums of insurance paid by the mortgagee, and a commissio of eight per cent to the party selling or making said sale, and i case said property, is advertisied, under the power herein contined, and no sale thereof made, that in that event the party s advertising shall be paid all expenses incurred and

one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amont of at least Three Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS, the hand and seal of the said Mortgagor.

WITNESS:

Martha E. Turgg

STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 4 day of the State of Maryland, in and for the County aforesaid, personally appeared Martha E. Tiwgg, and she acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and read my Notarial Seal the day and year above written.

And Siler

FILED AND RECORDED OCTOBER 5" 1954 at 2:15 P.M.

This Mortgage, Made this

day of

П

October in the year nineteen hundred and

fifty-four

, by and between

Allegany County Historical Society, Inc.

of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Whereas, the said

Allegany County Historical Society, Inc.

stand indebted unto the said The Liberty Trust Company in the just and full sum of Three Thousand (\$3,000.00) - - - - - - - - - - - Dollars. payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Allegany County Historical Society, Inc.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground situate in the City of Cumberland, Allegany County, Maryland, and being all that part of Lot No. 60 as laid off on the plat of Cumberland on the West side of Wills Creek, and more part ticularly described as follows, to-wit:

BEGINNING for the same at the intersection of the South side of Washington Street with the West side of Spruce Alley and running thence with the West side of Spruce Alley, South 9 degrees West 165 feet 4 inches to a private alleyway back of the stable, on said lot, then with the Southern wall of the said stable, on the property here-by conveyed, 29 feet 6 inches, then with the Westerly wall of said stable 6 feet 4 inches, then by a line parallel with Washington Street North 81 degrees West 52½ feet to the Eastern line of the lot conveyed by Helen Gordon and Kate E. Gordon to Robert H. Gordon and then with said line and parallel with said Spruce Alley to Washington Street, North 9 degrees East 159 feet to a point distant 82 feet on a line drawn North 81 degrees West from the place of beginning, then by a straight line, South 81 degrees East to the place of beginning.

It being the same property which was conveyed unto the said Allegany County Historical Society, Inc. by George L. Buchanan, sole surviving Executor of the Estate of Elizabeth H. Roberts, by deed dated the 30% day of Stanton, 1954, and to be duly filed for record among the Land Records of Allegany County. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof. Suture advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (4500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms, of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, MYNYKENY WENT WENT THE SIGNATURE of , President of Allegany Historical Society and the Corporate Seal

And a second of the second of	C(SEALL)XXXX
ALLEGANY COUNTY HISTORICAL INC. O HO	SOCIETY,
* Tulsu Clausen	ESECUTION .
President President	
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:	
I hereby Certify, that on this 5 day of Seliember in the year	nineteen
hundred and fifty-four before me, the subscriber, a Notary Publ	ic of the
State of Maryland in and for the county aforesaid, personally appeared	\
President of Allegany County Historical Society	, Inc.
and acknowledged, the foregoing mortgage to be its	act and
deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in d	9
of law, that the consideration in said mortgage is true and bona fide as therein set forth;	
said Charles A. Piper	
did further, in like manner, make oath that he is the President, and agent or attorney corporation and duly authorized by it to make this affidavit.	for said
makes whereof I have hereto set my hand and affixed my notarial seal the day	and year
above weithen	0
James M Lot	Public
·,e.; .	
de Erech Caragos Alla	
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M.	
Marin S. Orin	
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M.	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Marinage, Made this 5th day of September in the year Nineteen Hundred and Fifty four , by and	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Morigage, Made this 5th day of September	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Murinaup, Made this 5th day of September in the year Nineteen Hundred and Fifty four by and Richard Q. Clingerman and Mernie E. Clingerman, his wife,	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Murinaup, Made this 5th day of September in the year Nineteen Hundred and Fifty four by and Richard Q. Clingerman and Mernie E. Clingerman, his wife, of Allegany County, in the State of Meryland	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Murinaup, Made this 5th day of September in the year Nineteen Hundred and Fifty four by and Richard Q. Clingerman and Mernie E. Clingerman, his wife,	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Marinaup, Made this 5th day of September in the year Nineteen Hundred and Fifty four by and Richard Q. Clingerman and Mernie E. Clingerman, his wife, of Allagany County, in the State of Meryland	between state of the state of t
This Marinage, Made this 5th day of September in the year Nineteen Hundred and Fifty four , by and Richard Q. Clingerman and Mernie E. Clingerman, his wife, of allegany County, in the State of Maryland parties of the first part, and	between
FILED AND RECORDED OCTOBER 6" 1954 at 1:50 P.M. This Marinary, Made this 5th day of September in the year Nineteen Hundred and Fifty-four, by and Richard Q. Clingerman and Mernie E. Clingerman, his wife, of Allegany County, in the State of Meryland partise of the first part, and	between

i

party of the second part in the just and full sum of ONE THOUSAND DOLLARS (\$1000.00) payable two (2) years efter date with interest from date at the rate of eix (6%) per cent per ennum, psysbls eemi-ennually, as it accruse.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that certain trect of land lying on the East side of the McMullan Highway, neer Danaville, in Allegany County, Maryland, and beginning for the same at a post in the second original line of the tract of which this is a part, where the same intersects the East boundary line of the McMullan Highway (U. S. Route No. 220) and running thencs with a fence, reversing a portion of eaid line by original call, South 44 degrees 33 minutes East 400 feet to an iron stake in said line; thence making new division lines (continued vernier readings) South 44 degrees West

150 feet to enother iron etake; thence North 44 degrees West 150 feet to enother iron stake; thence North 44 degrees 33 minutes West 400 feet to enother iron stake in the road line first above mentiones; thence with said line North 44 degrees East 150 feet to the place of beginning, containing 1.35 ecree by calculation. It being the same property conveyed to the said parties of the first part by Lewis E. Harris end wife, by deed dated May 19, 1954, and recorded among the Land Records of Allegany County, in Liber No. 259, folio 156, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part, their	
heirs, executors, administrators or assigns, do and shall pay to the said	
party of the second part, his	
executor , administrator or assigns, the aforesaid sum of	

ONE THOUSAND DOLLARS (\$1000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said_ party of the second part, his Morris Beron heirs, executors, administrators and assigns, or___ his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of saie in some newspaper published in Cumberland, Maryland, which said saie shaii be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such saie, including ail taxes levied, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shail have been then matured or not; and as to the balance, to pay it over to the said_ heirs or assigns, and parties of the first part, their in case of advertisement under the above power but no saie, one-half of the above commission __representatives, heirs or assigns. shall be allowed and paid by the mortgagora, their perties of the first part Hno the said. insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or___ assigns, the improvements on the hereby mortgaged land to the amount of at least (\$1000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , his heirs or assigns, to the extent his or their their lien or ciaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.. Hitness, the hand and seal of said mortgagor s Attest: _[SEAL] State of Maryland, Allegany County, to-wit: I hereby certify, That on this 5th day of September in the year nineteen Hundred and Fifty-four ____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Richard O. Clingerman and Mernie E. Clingerman acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared_ Word Raymond Ziler the within named mortgagee, and made oath in due form of iaw, that the consideration in said

WITNESS my hand and Notarial Seal the day and year aforesaid.

Onie L. Ravensoroft Notary Dublic

in the year Nineteen Hundred and fifty four hy and beth REGINA M. MARTZ (widow) of Allegany County, in the State of Maryland part y of the first part, and EDWARD P. MARTZ and PAULINE E. MARTZ, his wife, of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH: Wibereas, The party of the first part is indebted unto the ties of the second part in the full and just sum of Seven Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to		FILED AND RECORD	OED OCTOBER 6" 1954 at	12:35 P.M.
REGINA M. MARTZ (widow) of Allegany County, in the State of Maryland part y of the first part, and EDWARD P. MARTZ and PAULINE E. MARTZ, his wife, of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH: Wilbereas, The party of the first part is indebted unto the ties of the second part in the full and just sum of seven Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to	This A	larigage, Made this	6th day of	O. ctoher
of Allegany County, in the State of Maryland part Y of the first part, and EDWARD P. MARTZ and PAULINE E. MARTZ, his wife, of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH: Withcreas, The party of the first part is indebted unto the ties of the second part in the full and just sum of Seven Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy-fiveDollars (\$75.00) per month, said payments to be applied first to interest and the balance to	in the year N	ineteen Hundred and	Lty four	, by and between
EDWARD P. MARTZ and PAULINE E. MARTZ, his wife, of		REGINA M. N	(widow)	
EDWARD P. MARTZ and PAULINE E. MARTZ, his wife, of	of	Allegany	County, in the State of	Maryland
of Allegany County, in the State of Maryland part ies of the second part, WITNESSETH: Withereas, The party of the first part is indebted unto the ties of the second part in the full and just sum of Seven Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to	part y of	the first part, and		
Unbereas, The party of the first part is indebted unto the ties of the second part in the full and just sum of given Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to				Maryland
ties of the second part in the full and just sum of Seven Thousa Dollars (\$7,000.00), this day loaned the party of the first part which principal sum, with interest at 5% per annum, is to be rep by the party of the first part to the parties of the second part payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to	part 1es	of the second part, WITNES	SETH:	
principal. The first of said monthly payments to be due and pay one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.	ties of the Dollars (a which print by the par payments of said payments of principal.	ne second part in the part of the first part of the first part of not less than seven to be applied for the first of said from the date hereo	te full and just sum of loaned the party of the erest at 5% per annum, at to the parties of the nty-fiveDollars (\$75.0 irst to interest and the monthly payments to be and to continue monthly payments.	Seven Thousand he first part, is to be repaid e second part in O) per month, he balance to e due and payable thly until the

MOW Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

give, grant, bargain and sell, convey, release and confirm unto the said

perties of the second part, their

heirs and assigns, the following property, to-wit:

of, together with the interest thereon, the said.

party of the first part

ALL that tract or parcel of land situated on the east side of the State Road, formerly called the Baltimore Turnpike, in District No. 21, above five miles eastwardly of the City of Cumberland, in Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing on the east bank of the State Road, formerly called the Baltimore Turnpike, at the end of one hundred and sixty-six feet and five inches on a line drawn north sixty-two degrees and thirty minutes east from the northeast head wall of the concrete culvert across said road, (said culvert being almost opposite Thomas S. Perdew's dwelling house),

and running thence along the north side of the Johnson County Road, south thirty-three degrees and fifteen minutes east thirteen perches and two links, to an iron stake at the corner of Thomas S. Perdew's land, it being also at the end of seven and one-half perches on a line drawn north sixty-six and three-fourths degrees east from the northeast corner of said Perdew dwelling house, and running thence with part of the fifth line of said Perdew land, north fifty-six degrees and forty-five minutes east thirty-six perches to an iron stake, thence leaving said Perdew land, north twenty-nine degrees west seventeen and one-half perches with the division fence between the tracts hereby conveyed and the Thomas L. Hinkle farm, to an iron stake standing in the east side of the State Road, then with the east side of the State Road, south fifty degrees west thirty-seven perches and two links to the place of beginning, containing three acres, more or less.

BEING the same property which was conveyed to the party of the first part by Therese Billings (widow) by deed dated March 18, 1940, and recorded among the Land Records of Allegany County in Liber No. 186, folio 64. (The said Regina M. Martz, the mortgagee, is named as "Regina Martz" in that deed.)

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part,
her heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their heirs,
executor S, administratorS or assigns, the aforesaid sum of
Seven Thousand (\$7,000.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said party of the first part
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said
party of the first part
hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or William M. Somerville

his, her or their duly constituted attorney or agent, are hereby authorised and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission representatives, heirs or assigns. shall be allowed and paid by the mortgagor . her And the said party of the first part further covenant S to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least -=- Seven Thousand (\$7,000.00) ---- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hitness, the hand and seal of said mortgagor. ptate of Margiand. Allegany County, to-wit: I hereby certify, That on this 6th day of October in the year Nineteen Hundred and - Four _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared REGINA M. MARTZ (widow) acknowledged the aforegoing mortgage to be her act and deed; and at the same time before me also personally appeared..... Edward P. Martz, one of the within named mortgagees and made oath in due form of law, that the consideration in mortgage is true and bona fide as therein set forth. WITNESS my hand and Notarial Seal the day and year aforesaid.

Tor assignment See Next Page

. 1	Cumberland Meryland, Oct 6th, 1954
	FOR VALUE RECEIVED, we hereby assign the within and afore- going mortgage to The Second National Bank of Cumberland, Cumberland, Maryland. WITNESS our hands and seeds the way and year above written.
	Witness (SEAL)
•	Pauline E. Martz (SEAL)

1 the of Lange ally lity

11

The Contract of the Contract o

FILED AND RECORDED OCTOBER 6" 1954 at 1:55 P.M.

This Mortgage, Made this 5			BER	in the
year Nineteen Hundred and fifty-four	by and be			160
·Loy W. Hartman and Flo	rence V.	Hartman,	nis w	110,
of Allegany County, in the inafter called mortgagors, and First Federal corporate, incorporated under the laws of the land, party of the second part, hereinafter or WITNESSETH:	Savings and United Stat	Loan Associates of America,	tion of C	umberland, a body

Wilbercas, the said mortgages has this day loaned to the said mortgagors, the sum of Eight Thousand Three Hundred Seventy & $00/100 \div - - - - -$ Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $\frac{h_1^2}{2}$ per cent. per annum, in the manner following:

By the payment of Fifty-two & 95/100 - - - - (\$52.95) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the follow-

0

ing described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the easterly side of Winchester Foad in Election District No. 29 of Allegeny County, Maryland, known and designated as lots Nos. 67 and 68 on the plat of the "Lands of Lawis Heirs and Lawis First Addition, Winchester Foad," which plat is filed among the Land Records of Allegeny County, Maryland, in Map Case Box No. 15 which said lots are more particularly described as a whole as follows, to-wit:

Paginning for the came at a point on the easterly side of the "Inchester Foad at the point of division between tota Nos. 66 and 67 as shown on said rist and then running from said beginning point along the easterly side of Winchester Road North 1 degree Vest 10° feet, then on the division line between Lots Nos. 68 and 69 in said addition North 89 degrees East 560 feet to a stake, then South 10° degrees West 10° feet to a point on the division line between said lots Nos. 66 and 67, and then along the division line between Lots Nos. 66 and 67 South 89 degrees West 532 feet to the place of beginning.

Being the same property which was conveyed into the parties of the first part by deed of Carlton W. Kissner and Anna P. Kissner, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Excepting therefrom that small strip of land approximately 10 feet in width which was conveyed by Carlton W. Kissner and Anna R. Kissner, his wife, unto the State Roads Commission by deed dated July 22, 1953, which is recorded in Liber No. 251, folio 588 one of the Land Records of Allegany County, Maryland, for the purpose of widening and straightening out Winchester Road.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagers hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Coactber with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shail pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheir part to be performed, then this mortgage shail be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such saie including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns. But in case of default being made in payment of the mortgage debt aforesaid, or of the interthe mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged iand to the amount of at least Eight Thousand Three Hundred Seventy & 00/100 - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or ciaim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hno the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgager and the immediate repayment of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the hoider of this mortgage in any action to foreciose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgage, their heirs and personal representatives and assigns

Himess, the hand and seal of said mortgagors.

Attest:

Lay W. Hartman (SEAL)

vence U. Hartman [SEAL]

Florence V. Martman

[SEAL]

LIBER 307 PAGE 439

State of Maryland, Allegany County, to-wit:

20	herepa ter	tify, That	on this 5 TA	day of OC	-OBER
in the year	r nineteen Hun	dred and Fifty	-four	before me,	the subscriber,
a Notary	Public of the St	tate of Maryla	nd, in and for said	County, personally app	eared
	Loy W. Ha	rtmen end	Florence V.	Hartman, his wife	£.
and deed; agent for in said me	and at the same the within name ortgage is true a	time before m ed mortgagee a and bona fide a	ne also personally a nd made oath in du as therein set forth,	e aforegoing mortgage to ppeared George W. Legg- ue form of law, that the and did further make on avit as agent for the sain	e, Attorney and e consideration th in due form
, and the sy	×.				

Notary Public.

FILED AND RECORDED OCTOBER 6" 1954 at 2:20 P.M.

PURCHASE MONEY MORTGAGE OF REAL AND PERSONAL PROPERTY

In the year Nineteen Hundred and Fifty-four by and between Moclellan S. Riggleman and Mary M. Riggleman, his wife, of Allegany County, in the State of Maryland, parties of the first part, and Abe Feldstein

Allegany County, in the State of Maryland

of Allegany County, in the State of Maryland

party of the market part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of by siness in Cumberland, Allegany County, Maryland, party of the market part, WITNESSETH:

Ulbereas, the said Moclellan S. Riggleman and Mary M. Riggleman,

Fifty & no/100 Dollars (\$ 50.00 _____) per month publisherest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

End Cubercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said McClellan S. Riggleman and Mary

M. Riggleman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: all that certain lot of land lying and being in westernport, Allegany County, Maryland, in Mammond's Addition to the Town of Westernport, known as Lot Number Four (No. 4) in said addition and described as follows:

BEGINNING for the same at the end of the first line of Lot No. 3, and running with Front Street, North 33 degrees East 50 feet to Johnson Street, and with it North 57 degrees West 130 feet; thence South 33 degrees West 50 feet; thence South 57 degrees East 130 feet to the beginning.

It being the same property which was conveyed unto the said McClellan S. Riggleman and Mary M. Riggleman, his wife, by Edna Moses, widow, et al, by deed dated the 20th day of August, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

SECOND: One 1951 Ford Sedan, Serial No. 98BA-139811, Maryland Title No. T F-39835

It is expressly understood and agreed by and between the parties hereto that when the mortgage indebtedness hereby incurred shall have been reduced by \$500.00, the said Mortgagors herein shall be entitled to a partial release of said mortgage covering the encumbrance against the above described motor vehicle.

The said party of the second part has joined in this mortgage for the purpose of securing and guaranteeing to the said party of the third part, the re-payment by the said parties of the first part of the entire mortgage indebtedness hereby secured.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

And it is Agreed that until defauit be made in the premises, the said

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said McClellan S. Riggleman and Mary M.

McClellan S. Riggleman and Mary M. Riggleman, his wife.

Riggleman, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or F. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland. Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said McClellan S. Riggleman and Mary M. Riggleman, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagora, their representatives, heirs or assigns. And the said McClellan S. Riggloman and Mary M. Riggleman, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand----and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittings, the handand seabof the said mortgagor and the said party of the second part. Attest: Ethel McCart [SEAL] State of Maryland, Allegany County, to wit: day of October I hereby rertify, That on this. in the year Nineteen Hundred and Fifty -four ..., before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared McClellan S. Riggleman and Mary M. Riggleman, his wife, and Abe Feldstein acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared_ Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland. the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said. Marous A. Naughton further made oath in due form of law that he is tha Wice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberstartiand and duly authorized to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid.

Com remes 1 Netger City

FILED AND RECORDED OCTOBER 6" 1954 at 3:00 P.M.

This Morigage, Made this ______ day of OCTOBER in the year nineteen hundred and fifty-four , by and between

Arthur W. German and Clara Louise German, his wife, of Ailegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Arthur W. German and Clara Louise German, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Fifteen Thousand Seven Hundred Fifty (\$15,750.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Arthur W. German and Clara Louise German, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being along the Northerly side of Camden Avenue in the City of Cumberland, Allegany County, Maryland, and which said lot is described as follows, to-wit:

BEGINNING for the same at a point along the Northerly side of

Frojerty which was conveyed by Henry W. Schaidt and wife to James H. Hill and wife by deed dated March 15, 1940, and recorded among the Land Records of Allegany County. Maryland, in Liber No. 186, folio 50, and running thence with and along the Northerly side of C. mden Avenue and reversing part of the second line of the whole property dated the 17th day of October. 1919. and recorded among the aforesaid Land Records in Liber No. 199, folio 672, North 66 degrees 20 minutes to the third line of the whole property with a line parallel West 77-7/10 feet to a point on the fourth line of the whole property with a line property west 74-8/10 feet to the end of the second line of the above mentioned line of the Hill property. South 19 degrees 30 minutes and reversing part of said fourth line, south 70 degrees 30 minutes property, conveyed to James H. Hill, thence reversing said second line of the Hill property. South 19 degrees 30 minutes East 83-2/10 feet to the glanding.

ALSO: All that piece or parcel of land lying and being in the limits of the City of Cumberland, Allegany County. State of Maryland, and particularly described as follows:

BEGINNING on the North side of Camden Avenue at the Southeast corner of the lot conveyed to John F. Schaidt, and Mary S. Schaidt, his wife, by deed dated May 27, 1947, and recorded in Liber 215, folio 24, one of the Land Records of Allegany County, it also being at the end of the first line of said deed, and running thence with said Camden Avenue, North 66 degrees 20 minutes East 75 feet, thence North 19 degrees 30 minutes West 70 feet to the fourth line of the description in the deed from Henry W. Schaidt to Ida A. Schaidt, dated April 6, 1943, and recorded in Liber 196, folio 18, one of the Land Records, and reversing said line, South 70 degrees 30 minutes West 75 feet to the end of the second line in said deed to John F. Schaidt, et ux, and reversing said line, South 19 degrees 30 minutes East 72. feet to the point of beginning. All references being to Magnetic North as of the year 1940.

It being the same property which was conveyed unto the said Mortgagors by Robert W. Richardson and Mary W. Richardson, his wife, by deed dated the and day of September, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eifteen Thousand Seven Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public itens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said the labery test company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Thousand Seven Hundred Fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Arthur W. German

Clara Louise German

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this & the day of

OCTOBER

in the year nineteen

hundred and

fifty-four

Thomas L Kees

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

decirantationes mexime before mazalangers malk appeared . Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did forther, in like manner, make oath that he is the President, and agent or attorney for said torpolation and duly authorized by it to make this affidavit.

TA Mia winters whereof I have hereto set my hand and affixed my notarial seal the day and year sebove written.

211.3

Beadsiales Notary Public

STATE OF NEW YORK: NEW YORK COUNTY, TO WIT:

I hereby certify that on this 5th day of October, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Publi of the State of New York, in and for the County of New York, personall appeared ARTHUR W. GERMAN and CLARA LOUISE GERMAN, his wife, and sever ally acknowledged the foregoing mortgage to be their act. WITNESS my hand and notarial seal the day and year last above writte

Perce C

Bernard D. Baronson Molary Publishers

Third at

П

Con wed a si ceess of

	FILED AND RECORDED OCTOBER 6" 1954 at 3:30 P.M.	
This	Hortgage, Made this 6th day of October	
in the y	year Nineteen Hundred and Fifty-four, by and i	etwe en
	Mahlon H. Burgess and Hale C. Burgess, his wife,	(*)
ofpart_13	Mineral County, in the State of West Virgi	Michiganon TAX
	First National Bank of Cumberland, a national banking corporation with its principal place of business in Cumberland,	
of	Allageny County, in the State of Maryland	CHECORDATION TAX
part V	of the second part, WITNESSETH:	5-1-5-0

Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Ten Thousand Dollers (\$10,00.00) with interest at the rate of six (6%) per annum computed monthly on unpaid balances, said indebtedness to be amortized computed monthly on unpaid balances, said indebtedness to be amortized over a 10 year period by the payment of at least Eighty-four Dollars and Thirty-eight Cents (\$84.38) per month, the first monthly payment being due and payable one month from the date of these presents, said monthly payment being first applied to the accrued interest and the balance to the principal, the entire unpaid principal, together with the interest due thereon, to become due and payable 10 years from the date of this mortgage, to secure which said principal together with the interest accruing thereon these presents are executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mahlon H. Burgess and Hale C.

Burgess, his Wife,

give, grant, bargain and sell, convey, release and confirm unto the said do First National Bank of Cumberland, its successors where and assigns, the following property, to-wit:

All those three lots, pieces or parcels of ground located in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 1, 2 and 3, Block No. 37, on the plat of Johnson Heights Addition, which is recorded in Liber 1, folio 42, one of the

Plat Records of Allegany County, Maryland, which said lots are more nerticularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the southerly side of Williams Street with the easterly side of Greenway Avenue, and running then with the southerly side of Williams Street North 75 degrees 20 minutes East 95 feet to the dividing line between Lots Nos. $\mathfrak Z$ and $\mathfrak b$ of said block in said addition, then with said dividing line South 1" degrees 40 minutes Fast 130 feet to an alley, then with said Alley South 75 degrees 20 minutes West 124.65 feet to the easterly eide of Greenway Avenue, and then with said side of said avenue North Ol degree 50 minutes West 133.33 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James H. Read and Olive Read, his wife, dated March 22, 1945, which is recorded in Liber 203, folio 296, one of the land Pecords of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways,

waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said Mahlon H. Burgess and Hale C. Burgess, hi
wife, their heirs, executors, administrators or assigns, do and shall pay to the said
First National Bank of Cumberland, its successors
xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
Ten Thousand (\$10,000.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be
performed, then this mortgage shail be void.
End it is Egreed that until default be made in the premises, the said
Mahlon H. Burgess and Hale C. Burgess, his wife, may hold and possess the aforesaid property, upon paying in the meantime, ali taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Mahlon H. Burgess and Hale C.
Burgess, his wife,
hereby covenant to pay when legaliy demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mahlon H.
Burgess and Hale C. Burgess, his wife, their
The state of the s
heirs, executors, administrators and assigns, or Harry I. Stegmaler his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs

or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-

periand, maryland, which said said said said said said suction for cash, and the proceeds arising from such said to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making sald sale; secondly,

berland, Maryland, which said saie shall be at public auction for o

	to the payment of all moneys owing under this mortgage, whether the same shall have been then
	matured or not; and as to the balance, to pay it over to the said Mahlon H. Burgass
	and Hale C. Burgess, his vife, their heirs or assigns, and
	in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor state representatives, heirs or assigns.
	And the said Mahlon H. Burgess and Hale C. Burgess, his
	further covenant to
	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
	Company or companies acceptable to the mortgagee or 1ts
	assigns, the improvements on the hereby mortgaged land to the amount of at least
	Tan Thousand (\$10,000.00)Dollars,
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee ,1ts successors kelker assigns, to the extent
	of its or their lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
	and collect the premiums thereon with interest as part of the mortgage debt
	Mitness, the hand and seal of said mortgagors.
	Attest:
	a a. Helmich Manlon H. Burgess
	a. a. Helmich Hale C. Burges [SEAL]
	naid C. Burgesav
	State of Maryland,
	Allegany County, to-wit:
	The boundary and the
	I hereby certify, That on this 6th day of October
	in the year nineteen Hundred and Fifty -four , before me, the subscriber.
	a Notary Public of the State of Maryland, in and for said County, personally appeared
	Mahlon H. Burgess and Hale C. Burgese, his wife,
	and they acknowledged the aforegoing mortgage to be their
	act and deed; and at the same time before me also personally appeared
	Albert W. Tindal, President of the First National Bank of Cumberland,
	the within named mortgagee, and made oath in due form of law, that the consideration in said
, i	norther is true and bona fide as therein set for forth.
•	.07
	WITHES my hand and Notarial Seal the day and year aforesaid.
6	A A STATE OF THE PARTY OF THE SAME AND THE S
·*•	a. a. Helmich
14	Notary Public.
	MA SCHOOL AND THE MAY 2: 1200

FILED AND RECORDED OCTOBER 7" 1954 at 12:30 P.N.

This Murigage, Made this 67N day of OCTOBER in the	
	NAME OF
year Nineteen Hundred and fifty-four by and between	
James M. Armstrong and Catherine A. Armstrong, his wife,	4
of Allegany County, in the State of Maryland, part 16.5 of the first part, here-	20155
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.	
WITNESSETH: Othereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	Departon II
Fighty-nine Hundred & 00/100 (\$8900.00) Dollars,	Total Total
which said sum the mortgagors agree to repay in installments with interest thereon from	
the date hereof, at the rate of 5 per cent. per annum, in the manner following:	SONDATION T
By the payment of Sixty-one & 23/100 (\$61,23) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.	

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot or parcel of land bordering on the northwesterly side of McMullen Highway near Rawlings, Allegany County, Maryland, known as Lot No. 2, as shown on a plat of five lots, laid out on that part of the property known as Division No. 4 as set out in a deed from John H. Loar, et ux, to John M. Armstrong and Clement R. Armstrong, dated April 25, 1921, and recorded among the Land Records of Allegany County, in Liber 139, folio 372, a plat of which lots is recorded in Map Case Box No. 149, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

1

Highway at the end of the third line of Lot No. 1 as shown on said plat and as described in a deed from Ella F. Armstrong et al to John R. Armstrong et ux, dated March 25, 1946, which is recorded in Liber 209, folio 110 one of the Land Records of Allegany County, Maryland, said point of beginning being North 40 degrees 25 minutes East 60 feet from the intersection with said McMullen Highway of the first line of Division No. 4 as set out in a deed from John H. Loar, et ux, to John M. Armstrong and Clement R. Armstrong, dated April 25, 1921, and

recorded among the Land Records of Allegany County, Liber 139, folio 372, and running for the first line of said Lot No. 2, which line is the third line of Lot No. 1 reversed, North 49 degrees 35 minutes. West 300 feet to the end of the second line of Lot No. 1, then North 40 degrees 25 minutes Fast 60 feet, then South 49 degrees 35 minutes. Fast 300 feet to the McMullen Highway, then with said Highway, South 40 degrees 25 minutes west 60 feet to the point of beginning.

Being the same property which was conveyed unto the parties.

Paing the same property which was conveyed unto the parties of the first part by deed of Etta F. Armstrong et al, dated the 25th day of March, 19h6, and recorded among the Land Pecords of Allegany County, Maryland, in Liber No. 209, folio 108.

П

П

Excepting however, a strip of land approximately 10 feet in width in front of said property which was conveyed by James M. Armstrong et ux, to the State Roads Commission by deed dated January 19, 1951, recorded in Liber 232, folio 888 one of the Land Records of Allegany County, Maryland, for the purpose of straightening and widening

McMullen Highway.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that thay will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered,

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-nine Hundred & 00/100 = - (\$8900.00) = - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagoe's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable

mittess, the hand and seal of said mortgagors.

Attest:

State of Maryland,

Allegany County, in-mit:

Thereby rertify, That on this 67% day of 0070868

in the year nineteen Hundred and Fifty—four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James M. Armstrong and Catherine A. Armstrong, his wife,

James M. Armstrong and Catherine A. Armstrong, his wife, the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WICKESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared will de Cieste To Methew of Mullevery act

FILED AND LOCUNDED COTOBER 7" 1954 at 2:45 P.M.

The "Albert Y This Mortgage, Made this day of day of in the year Nineteen Hundred and Fifty -four ____, by and between Thomas I., Jacobsky and LohoTHY M. Jaddlak, 111111111 of 6 leguny County, in the State of Maryland, part 1 5 of the first part, and wall and A. JUHNSON. of A- SEARY County, in the State of Name of part 3 of the second part, WITNESSETH:

indebted unto the parties of the first part are justly and bonn fide indebted unto the party of the record part in the full and just sum of FOURTHEN HUNDRED AND FOURTHEN DOLLARS (\$1,414.00) with interest from date at the rate of four per cent (4%) per annum, payable one year after date to the order of the party of the record mart, and which said our of many tagether with the interest thereon as after call the said centies of the first part covenant to pay as and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said Party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying and being in the Town of Mount Savase, Allegany County, Maryland, and being Lot No. 20 of a series of lots laid off by Thomas Perry, Trustee of the Estate of Raphael Logsdon, deceased; the courses and distances of said lot being shown on a plat thereof as filed by said Trustee in

IT sains the same property conveyed by Walter A. . Tillwer, to the parties of the first part by deed dated the dar of Uctober, 1954, and recorded among the Land Records of All rany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this deed, both being part of one simultaneous transaction, the mortgage being given to secure a part of the jurchase price of the property herein described and conveyed. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said . . . the teend part, his execution and manastrators or assigns, the aforesaid sum of Fourteen Rundred Fourteen US118 € (\$1,414.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said barties of the ile t part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first art hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second heirs, executors, administrators and assigns, or Matthew J. Mullaney, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns, further covenant to

ı	insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
ı	Company or companies acceptable to the mortgagee or
l	assigns, the improvements on the hereby mortgaged land to the amount of at least
	bitteen had bollars (q1,02.) toward or ordered as in case of fires
	and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
	to inure to the benefit of the mortgagee , 1.28 heirs or assigns, to the extent
ĺ	of 1.15 zheir lien or claim hereunder, and to place such policy or
	policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt
ŀ	
Ì	Thituess, the hand and sealsof said mortgagors
	Attest:)
	1 / mileaux / hours H Sing WHILL
	Thomas H. in what [SEAL]
i	The state of the s
1	Doroth 1. January ampseal
	Darier F. Gatti
	State of Maryland,
١	Allegany County, to-wit:
١	I hereby certify. That on this 27 day of Cotober,
	in the year nineteen Hundred and Fifty-four , before me, the subscriber.
	a Notary Public of the State of Maryland, in and for said County, personally appeared
1	
	THOMAS P. GAUGHAN and DOROTHY M. GAUGHAN,
ı	and they acknowledged the aforegoing mortgage to be their
ı	act and deed; and at the same time before me also personally appeared WALTER A.
ı	JOHNSON,
	the within named mortgagee, and made oath in due form of law, that the consideration in said.
	mortgage is true and bona fide as therein set for forth.
	1/1/86,5/1
	Lines &
	WITNESS my hand and Notarial Seal the day and year aforesaid
	Matthey Muceanity
	Notary Public.

BILED AND AECUADED OCTOBER 7" 1954 at 2:45 P.M.

This	Mortg	age,	Mad	e thia 29th day	of Septem	ber
in the yes	ar Nineteen	Hundred	and	Fifty - four		by and between

THELMA L. HESS, widow,

of Allegany	County, in the State of Maryland,
part les of the first part, and THE	FIRST NATIONAL BANK OF MOUNT SAVAGE.
h. Winhi, a national banking	corporation, having its principal offic
in MountSavage,	
	County, in the State of Maryland,
part y of the second part, WITNES	SETH:

unbercas, the party of the first part is justly and bona fide indebted unto the said party of the second part in the full and just sum of TWO THOUSAND DOLLARS (\$2,000.00), payable one year after date to the order of the party of the second part, together with interest thereon at the rate of six per cent (6%) per annum, payable semi-annually, and which said sum of money together with the interest thereon as aforesaid the said party of the first part covenants to payable and when the same shall be due and payable.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns,

picies and assignes the following property, to-wit:

10

All that lot, niece or parcel of ground lying and Leins in the Village of Mount Savage, Allegacy County, Maryland, and more marticularly described as follows, to wit:

BEGINNING for the same at a stake standing on the northerly side of the County Road at a point where the division line between the Wilson G. Sweene, et ux, property and the property herein described intersects the same and running thence with said side of said County Road and with the third and last line of a deed from John A. Sweene, et x, to Henry J. Sweene, dated August 19, 1908, and remained in Deeds Liber No. 103, folio 398, among the Land Records of A llegany County, Maryland, North 80 degrees West 8 feet; thence continuing with said side of said County Road North 80 degrees 15 minutes West 7.8 feet to stone No. 2; thence continuing with said side of said

County Road North 65 degrees 10 minutes West 58 feet to some No. 3 thence leaving said County Road North 24 degrees 55 minutes East 200 feet to Stone No. 4; thence South 65 degrees 5 minutes East 72.5 feet; thence South 25 degrees West 195.5 feet to the place of beginning.

IT BEING the same property conveyed by Francis H, Sweene et al to Joseph J. Hess and Thelma L. Hess, his wife, by deed dated January 15, 1949, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 223, folio 705; the said Joseph J. Hess having since departed this life and the title to said property being vested in his surviving widow by operation of law.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shail pay to the said

party of the second per of	its successors and assigns,
moutonx accordant in tentur x xxx sensions x the	aforesaid sum of Two Thousand Dollars
2,000.00)	
prother with the interest thereon, as and	when the same shall become due and payable, and in
be meenting do and shall perform all t	he covenants herein on <u>l.er</u> part to be
performed, then this mortgage shall be ve	
errormed, their this mortgage	efault be made in the premises, the said party of the
Muo II in Mateso mus and a	CLEATO DO TIME III MA P
first part	
may	hold and possess the aforesaid property, upon paying in
he meantime, all taxes, assessments and	public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the s	aid party of the first part
hereby covenant to pay when legally de	emandable.
terest thereon, in whole or in part, or in then the entire mortgage debt intended t	payment of the mortgage debt aforesaid, or of the in- any agreement, covenant or condition of this mortgage, to be hereby secured shall at once become due and payable,
and these presents are hereby declared t	to be made in trust, and the said Darty of the second
part, its successors and as	
his thereafter, to sell the property here	or agent, are hereby authorized and empowered, at any eby mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs
his; hereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then
his; hereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first.
his; here me their aluly constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, the manner where	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first. heirs or assigns, and
his there which exclude a correct time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, the part, her	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first.
his there after to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, the	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission regor, her representatives, heirs or assigns.
his; hereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortg	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission agor, her representatives, heirs or assigns. Some first part further covenants to
his; here may be leaded to said the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, there in case of advertisement under the about shall be allowed and paid by the mortging insure forthwith, and pending the existence and to grant the existence of the said party of the insure forthwith, and pending the existence and to grant the existence of the said party of the insure forthwith, and pending the existence and the party of the insure forthwith, and pending the existence are said party of the said party of the said party of the insure forthwith, and pending the existence are said party of the said party	eby mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cum- be at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and we power but no sale, one-half of the above commission agot, her representatives, heirs or assigns. first part further covenants to ence of this mortgage, to keep insured by some insurance
his; here methered all constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortging the said party of the insure forthwith, and pending the exists the company or companies acceptable to the said party of the said party or companies acceptable to the said party or companies acceptable to the said party of the said party or companies acceptable to the said party or companies acceptable to the said party of the said party or companies acceptable to	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission agor, her representatives, heirs or assigns. Some first part further covenants to ence of this mortgage, to keep insured by some insurance me mortgagee or its successors and
his; hereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, to part, her in case of advertisement under the about shall be allowed and paid by the mortge linear forthwith, and pending the exists Company or companies acceptable to the assigns, the improvements on the herest	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission agor, her representatives, heirs or assigns. If it st part further covenants to ence of this mortgage, to keep insured by some insurance the mortgagee or its successors and one mortgaged land to the amount of at least
his; hereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortge linear forthwith, and pending the existence of the insure forthwith, and pending the existence of the improvements on the hereby the saigns, the improvements on the hereby the saigns and saigns.	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission regor, her representatives, heirs or assigns. First part further covenants to ence of this mortgage, to keep insured by some insurance me mortgaged land to the amount of at least OOO.OO) Betters,
his thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, to part, her in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the company or companies acceptable to the assigns, the improvements on the hereby and to cause the policy or policies issue and to cause the policy or policies issue assigns, the improvements or policies issue the said to cause the policy or policies issue assigns.	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and her representatives, heirs or assigns, and representatives, heirs or assigns. Turther covenants to the mortgage or its successors and he mortgage or its successors and he mortgage or its successors and he mortgaged land to the amount of at least therefor to be so framed or endorsed, as in case of fires, and the proceeds a in case of fires, and therefor to be so framed or endorsed, as in case of fires,
his thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the company or companies acceptable to the assigns, the improvements on the hereton insure to the benefit of the mortgage to insure to the benefit of the mortgage to insure to the benefit of the mortgage.	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission ragor, her representatives, heirs or assigns. If irst part further covenants to ence of this mortgage, to keep insured by some insurance of mortgaged land to the amount of at least the successors and the successors and the successors and the successors and therefor to be so framed or endorsed, as in case of fires, see its successors here assigns, to the extent
his thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing un matured or not; and as to the balance, to part, her in case of advertisement under the about shall be allowed and paid by the mortg. End the said party of the insure forthwith, and pending the exist. Company or companies acceptable to the assigns, the improvements on the heret to inure to the benefit of the mortgage.	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and her representatives, heirs or assigns, and representatives, heirs or assigns. Turther covenants to the mortgage or its successors and not mortgaged land to the amount of at least the successors here. The successors here assigns, to the extent these or claim hereunder, and to place such policy or contents to proceed the policy or claim hereunder, and to place such policy or contents the party of the successors and to place such policy or contents to proceed the policy or claim hereunder, and to place such policy or contents to proceed the policy or contents to proceed the policy or claim hereunder, and to place such policy or contents to the proceeds arising at least twenty and to place such policy or contents to the proceeds arising at least twenty and to place such policy or contents the proceeds arising at least twenty and to place such policy or contents the proceeds arising at least twenty and to place such policy or contents the proceeds arising at least twenty and the proceed
higher archiectuly constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, here in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the company or companies acceptable to the assigns, the improvements on the hereto to inure to the benefit of the mortgage of its policies forthwith in possession of the said party of the control of the said party of the control of the said party of the company or companies acceptable to the assigns, the improvements on the hereto the benefit of the mortgage of its policies forthwith in possession of the said party of the control of the con	by mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and ove power but no sale, one-half of the above commission ragor, her representatives, heirs or assigns. If irst part further covenants to ence of this mortgage, to keep insured by some insurance of mortgaged land to the amount of at least the successors and the successors and the successors and the successors and therefor to be so framed or endorsed, as in case of fires, see its successors here assigns, to the extent
higher archiectuly constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, here in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the company or companies acceptable to the assigns, the improvements on the hereto to inure to the benefit of the mortgage of its policies forthwith in possession of the said party of the control of the said party of the control of the said party of the company or companies acceptable to the assigns, the improvements on the hereto the benefit of the mortgage of its policies forthwith in possession of the said party of the control of the con	eby mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs in manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and the power but no sale, one-half of the above commission representatives, heirs or assigns. If it part further covenants to ence of this mortgage, to keep insured by some insurance me mortgaged land to the amount of at least therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent the successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, interest as part of the mortgage may effect said insurance in interest as part of the mortgage debt
higherarthelectuly constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the insure forthwith, and pending the exists Company or companies acceptable to the assigns, the improvements on the hereto and to cause the policy or policies is to inure to the benefit of the mortgage of its policies forthwith in possession of the and collect the premiums thereon with	aby mortgaged or so much therof as may be necessary, be purchaser or purchasers thereof, his, her or their heirs in manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for eash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and the power but no sale, one-half of the above commission agon, her representatives, heirs or assigns. If irst part further covenants to ence of this mortgage, to keep insured by some insurance are mortgaged land to the amount of at least therefor to be so framed or endorsed, as in case of fires, and therefor to be so framed or endorsed, as in case of fires, and therefor to be so framed or endorsed, as in case of fires, and therefor to the mortgage may effect said insurance interest as part of the mortgage debt. If said mortgagor
higherarthelectuly constituted attorney time thereafter, to sell the property here and to grant and convey the same to the or assigns; which sale shall be made in days' notice of the time, place, manner a berland, Maryland, which said sale shall from such sale to apply first to the pay taxes levied, and a commission of eight to the payment of all moneys owing unmatured or not; and as to the balance, the part, her in case of advertisement under the about shall be allowed and paid by the mortge that the said party of the insure forthwith, and pending the exists Company or companies acceptable to the assigns, the improvements on the hereto and to cause the policy or policies is to inure to the benefit of the mortgage of its policies forthwith in possession of the and collect the premiums thereon with	eby mortgaged or so much therof as may be necessary, e purchaser or purchasers thereof, his, her or their heirs in manner following to-wit: By giving at least twenty and terms of sale in some newspaper published in Cumbe at public auction for cash, and the proceeds arising ment of all expenses incident to such sale, including all per cent. to the party selling or making said sale; secondly, der this mortgage, whether the same shall have been then to pay it over to the said party of the first heirs or assigns, and the power but no sale, one-half of the above commission representatives, heirs or assigns. If it part further covenants to ence of this mortgage, to keep insured by some insurance me mortgaged land to the amount of at least therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent the successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, its successors heirs or assigns, to the extent therefor to be so framed or endorsed, as in case of fires, interest as part of the mortgage may effect said insurance in interest as part of the mortgage debt

State of Maryland,	
Allegany County, to-wit:	
I hereby rertify. That on this 29th day of September	
in the year nineteen Hundred and Fifty - four, before me, the subscriber.	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
THELMA L. HESS, widow,	
and she acknowledged the aforegoing mortgage to be her	
act and deed; and at the same time before me also personally appeared RAYMORD L.	
HILL MAIGHT, Cashier of The First National Bank of Mount Savage, Mary and, the within named mortgagee, and made oath in due form of law, that the consideration in said	
mortgage is true and bona fide as therein set for forth; and he further made outh in due to make that he is the Cashier of said bank and is duly authorized to this affidavit.	
ONITNESS my hand and Notarial Seal the day and year aforesaid. Betty Blank	
Notary Public.	
in the contract of the contrac	
u Luckay The	
FILED AND RECORDED OCTOBER 7" 1954 at 3:15 P.M.	
Unis/Martaup, Made this 1st day of September	
in the year Nineteen Hundred and fifty-four , by and between	
MARIAN A. HENAGHAN and BERNARD J. HENAGHAN, her husband,	
of Allegany County, in the State of Maryland,	
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking	
orporation duly incorporated under the laws of the United States of America, with its	-
rincipal office in	

of Frostburg, Allegany County, in the State of Maryland

Interest, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Sixty-six Hundred Dollars (\$6600.00) payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also seeme future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y

of the second part, its successors being and assigns, the following property, to-wit: FIRST PARCEL:

ALL that piece or parcel of land situated in the Village of Parkersburg, near Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of the M. Twigg Lot, Liber 64, folio 634, and thence with the fourth and last line of said Lot reversed South 67 degrees 6 minutes East 150 feet; thence running South 21 degrees 44 minutes West 100 feet; to the end of the second line of the F. S. Deekens Lot, Liber 83, folio 384 and running thence with the said second line reversed North 67 degrees 6 minutes West 150 feet to the end of the first line of the F. S. Deekens Lot, thence with the County Road North 21 degrees 44 minutes East 100 feet to the beginning, containing one-third of an acre, more or less.

IT being the same property which was conveyed by Angela M. Hanna, et vir, et al, to the parties of the first part herein, by deed dated October 15, 1951, and recorded among the Land Records of Allegany County in Deeds Liber No. 236, folio 557.

SECOND PARCEL:

ALL the following described lot, piece or parcel of land situate, lying and being in Election District No. 24 in Allegany County, Maryland:

BEGINNING at the end of the first line of what was known as the David Walter Wright lot, and running along County Road North 31 degrees 30 minutes East 75 feet to a stake; thence South 67 degrees 30 minutes East 150 feet to a stake; thence South 31 degrees 30 minutes West 75 feet to a stake; thence North 67 degrees 30 minutes West 150 feet to the beginning, containing one and one-fourth (1-1/4) acres, more or less.

THIRD PARCEL:

All the following described lot, piece or parcel of land situate, lying and being in Election District No. 24 in or near the village of Parkersburg in Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for same at the end of the first line of a deed from New York Mining Company to Moses A. Twigg, dated the 13th day of May, 1904, and recorded among the Land Records of Allegany County, Maryland, in Liber 94, folio 634, and running thence with the county road, North 24 degrees 40 minutes East 75 feet to the beginning of the former William Jenkins lot, and reversing the fourth and last line of said Jenkins lot, allowing for variation, South 66 degrees 50 minutes East 150 feet to the end of the third line of the said Jenkins lot; thence South 24 degrees 40 minutes West 75 feet to the end of the second line of said Moses A. Twigg lot; thence reversing said second line, North 66 degrees 50 minutes West 150 feet to the beginning, containing .26 acres.

FOURTH: PARCEL:

All that lot, piece or parcel of ground lying and being in Election District
No. 24 in the village of Parkersburg in Allegany County, Maryland, and known as
Lot No. 5 of Porter's Addition to Parkerstown, Maryland, a plat of which addition

is recorded in Deeds Liber 138, folio 623 among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows, to wit:

LIBER 307 PAGE 458

BEGINNING for the same at a point where the division line between Lots 4 and 5 intersects the easterly side of a 12 foot alley as is shown on said plat of Porter's Addition and running thence with said side of said alley, North 24 degrees 3 minutes East 150 feet; thence South 60 degrees East 313 feet to the westerly side of another alley; thence with said side of said last mentioned alley, South 23 degrees 15 minutes West 150 feet to the aforementioned division line between Lots 4 and 5; thence with the last mentioned division line North 60 degrees West 316, 2 feet to the place of beginning.

Said second, third and fourth parcels are the same property conveyed by Angela M. Hanna et vir, et al to Marian A. Henaghan et vir by deed dated September , 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Broutded, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ______ of the second part, its successors wancutarxxxxxdexinistratex or assigns, the aforesaid sum of __ - - - - SIXTY-SIX HUNDRED and 00/100 DOLLARS (\$6600.00) - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants part to be performed, then this mortgage shall be void. herein on their And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y_ being executors; adorioist saturage and assigns, or of the second part , its successors its, his, her or their duly constituted attorneys or COBEY, CARSCADEN and GILCHRIST agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in By giving at least twenty days' notice of the time, place, manner manner following to-wit: and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over heirs, or assigns, and in case of to the said parties of the first part , their advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns. And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors and acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-six Hundred and 00/100 -- -- -- (\$6600, 00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , __its successors assigns, to the extent of... ita lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness: as Co told Emma L Simons MARIAN A. HENAGHAN Senson L Managhan [Seal] BERNARD J. MENAGHAN
State of Maryland,
Allegany County, to-wit:
J hereby certify, That on this 1st day of September,
in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared
Marian A. Henaghan and Bernard J. Henaghan, her husband, and they acknowledged the aforegoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the
 Cashier of said Bank and duly authorized by it to make this affidavit. WITNESS my hand and Notarial Seal the day and year aforesaid. Notary Public

FILED AND RECORDED OCTOBER 9" 1954 at 9:00 A.M.

PURCHASE MONEY

This Morigage, Made this 8th day of Concher

in the year Nineteen Hundred and Fifty-four _____, by and between

Albert D. Hook and Bine Hebel Hook, his wife,

of Allegeny County, in the State of Maryland
parties of the first part, and
Henry D. Diehl and Mary J. Diehl, his wife,
ofCounty, in the State of
Wilherens, the seid parties of the first part stand indebted unto the said
parties of the second part in the just and full sum of ONE THOUSAND DOLLARS (\$1600.00
part payable unto the seid parties of the second/in monthly installments of not less than
\$10.00 each and very month, with interest from date at the rate of six (0%) per annum
to be computed on semi-annual belances, the first of said payments to be made one
month after date, and thereafter each and every month on the same date until said
principal and interest are fully paid. And this mortgage is given to secure the pay-
ment of the pur shese money of the property hereinafter described.
_
Pow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
parties of the first part
do give, grant, bargain and sell, convey, release and confirm unto the said
parties of the second part, their
heirs and assigns, the following property, to-wit:
All that lot or parcel of ground eituate, lying and being in Election
District No. 13, in the Town of Mount Savage, Allegany County, Maryland, and parti-
cularly described in a deed from Wilbur E. Lashbeugh and Dorothy Jened Lashbeugh, hi
wife, to the seid parties of the first part bearing aven date herewith and to be re-
corded simultaneously with these presents among the Land Records of Allegamy County,
to which deed especial reference is hereby made, for a more full and perticular des-
cription of the property hereby conveyed.
Cogether with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
perties of the second part, their
executors, administrators or assigns, the aforesaid sum of
ONE THOUSAND (\$1000.00)
together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on their part to be

And it is Agreed that until defau	
parties	of the first part
may hold	and possess the aforesald property, upon paying i
he meantime, all taxes, assessments and pub	olic liens levied on said property, all which taxes
nortgage debt and interest thereon, the said_	
parties o	f the first part
ereby covenant to pay when legally demand	
erest thereon, in whole or in part, or ln any	ment of the mortgage debt aforesaid, or of the ln agreement, covenant or condition of this mortgage hereby secured shall at once become due and payable
nd these presents are hereby declared to be	made in trust, and the said
parties of the	he second part, their
eirs, executors, administrators and assigns, or	" Morris Baron
nd to grant and convey the same to the pure r assigns; which sale shall be made in manuays' notice of the time, place, manner and ter erland, Maryland, which said sale shall be at rom such sale to apply first to the payment axes levled, and a commission of eight per ce	cortgaged or so much therof as may be necessary chaser or purchasers thereof, his, her or their heir ner following to-wit: By giving at least twenty may of sale in some newspaper published in Cumpublic auction for cash, and the proceeds arising of all expenses incident to such sale, including all ent. to the party selling or making said sale; secondly its mortgage, whether the same shall have been then
natured or not; and as to the balance, to pay	
n case of advertisement under the above pow	
parties af the for case of advertisement under the above power hall be allowed and paid by the mortgagora. Hnd the said parties	it over to the said
parties af the fin case of advertisement under the above power hall be allowed and paid by the mortgagora. Hnd the said parties assure forthwith, and pending the existence of	it over to the said
parties af the formula case of advertisement under the above power all be allowed and paid by the mortgagora. Had the said parties assure forthwith, and pending the existence of company or companies acceptable to the mort	it over to the said
parties af the formula case of advertisement under the above power all be allowed and paid by the mortgagora. Had the said parties assure forthwith, and pending the existence of company or companies acceptable to the mort	it over to the said
parties af the formula case of advertisement under the above power all be allowed and paid by the mortgagora, End the said parties assure forthwith, and pending the existence of company or companies acceptable to the mort signs, the improvements on the hereby mort one thousand.	it over to the said
parties at the for case of advertisement under the above power all be allowed and paid by the mortgagora, and the said parties acceptable to the mort signs, the improvements on the hereby mort of the cause the policy or policies issued the said parties.	it over to the said
parties af the for a case of advertisement under the above power all be allowed and paid by the mortgagora, End the said parties But the said parties B	it over to the said
parties af the formula case of advertisement under the above power all be allowed and paid by the mortgagora, End the said parties as a parties as	it over to the said
parties af the for case of advertisement under the above power half be allowed and paid by the mortgagora, End the said parties as a p	it over to the said
parties af the foundation of the mortgages, their likelicles forthwith in possession of the mortgages, decolect the premiums thereon with interest	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance agagee or thair agaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, in heirs or assigns, to the extent ten or claim hereunder, and to place such policy or sees, or the mortgagee may effect said insurance at as part of the mortgage debt
parties af the foundation of the mortgages, their libilicles forthwith in possession of the mortgages.	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance agagee or thair agaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, in heirs or assigns, to the extent ten or claim hereunder, and to place such policy or sees, or the mortgagee may effect said insurance at as part of the mortgage debt
parties af the for case of advertisement under the above power half be allowed and paid by the mortgagora, and the said parties of the mort signs, the Improvements on the hereby mort of the cause the policy or policies issued their inure to the benefit of the mortgages, their inure to the benefit of the mortgages, their increase of the mortgages, their inure to the benefit of the mortgages, their inure to the premiums thereon with Interest discovering the premiums thereon with Interest discovering the premiums thereon with Interest discovering the premium	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance agagee or thair agaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, in heirs or assigns, to the extent ten or claim hereunder, and to place such policy or sees, or the mortgagee may effect said insurance at as part of the mortgage debt
parties af the foundation of the mortgages, the increase of advertisement under the above power half be allowed and paid by the mortgagora, and the said parties of the mort ages, the increase of the mortgages, the hand and seal of said mortgages, the hand and seal of said mortgages.	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep Insured by some insurance agagee or thair agaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, ir heirs or assigns, to the extent ten or claim hereunder, and to place such policy or sees, or the mortgagee may effect said insurance at as part of the mortgage debt ortgagors
parties af the foundation of the mortgages, the increase of advertisement under the above power half be allowed and paid by the mortgagora, and the said parties of the mort of the mort of the mort of the mortgages, the increase of the mortgages, th	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance igagee or thair gaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, ir heirs or assigns, to the extent en or claim hereunder, and to place such policy or gees, or the mortgagee may effect said insurance at as part of the mortgage debt Ortgagors [SEAL]
parties af the foundation of the mortgages, the increase of advertisement under the above power half be allowed and paid by the mortgagora, and the said parties of the mort of the mort of the mort of the mortgages, the increase of the mortgages, th	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance agagee or thair agaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, in heirs or assigns, to the extent ten or claim hereunder, and to place such policy or sees, or the mortgagee may effect said insurance at as part of the mortgage debt ortgagors
parties af the fin case of advertisement under the above power hall be allowed and paid by the mortgagora. End the said parties assure forthwith, and pending the existence of company or companies acceptable to the mort signs, the improvements on the hereby mort one thousand and to cause the policy or policies issued their increase the inure to the benefit of the mortgagees, their libilities forthwith in possession of the mortgage and collect the premiums thereon with interest and collect the premiums thereon with interest these:	it over to the said irst part, their heirs or assigns, and ver but no sale, one-half of the above commission thair representatives, heirs or assigns. s of the first part further covenant to this mortgage, to keep insured by some insurance igages or thair gaged land to the amount of at least Dollars, refor to be so framed or endorsed, as in case of fires, ir heirs or assigns, to the extent or claim hereunder, and to place such policy or gees, or the mortgage may effect said insurance at as part of the mortgage debt Ortgagors [SEAL]

State of Maryland.

Allegany County, to-wit: I hereby certify. That on this... in the year nineteen Hundred and Fifty-four , before me, the st before me, the subscriber, Albert D. Hook and Edna Mabel Hook, his wife, acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared... Henry D. Diehl, one of the within named mortgagee,s and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. WITNESS my hand and Notarial Seal the day and year aforesaid. Mari Brow & FILED AND RECORDED OCTOBER 9" 1954 at 9:30 A.M. This Mortgage, Made this 8th in the year Nineteen Hundred and Fifty -four _, by and between Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, TOTAL TORROR . PASSEND HOT HELD THE PROPERTY Allegany ____County, in the State of Maryland part ion of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place

of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just

Dollars (\$ 2600.00), to be paid with interest at the rate of six per cent (6 %) per

and full sum of Twenty-Six Hundred and no/100-----

Ulbereas, the said Joseph L. Kasekamp and Mary Jane Kasekamp,

annum, to be computed monthly on unpaid balances, in payments of at least Twenty & no/190 llars (\$ 20.00 _) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

And Cubercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1915, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph L. kasekamp and Mary Jano nasekamp, his wife,

give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following propcrtv. to-wit:

All that lot, piece or parcel of ground lying and being in Election District No. 2, in Allegany County, Maryland, and known as a part of "helley's hesurvey on New Cumnock", and more particularly described as follows:

BEGINNING at a steel stake on the Northwesterly margin of the Uhl Highway 30 feet from the center thereof and 3 feet Southeast of a hickory tree, at the end of a reference line drawn South 50g degrees West 725 feet from the end of the 61st line of the whole tract of which this parcel is a part, marked by a steel stake on the East bank of a small run entering a culvert under the said Uhl Highway, and running thence by the aforesaid margin of said Uhl Highway South 48 degrees West 208.6 feet to a steel stake; thence leaving said Uhl Highway North 42 degrees West 208.6 feet to a steel stake; thence North 48 degrees East 208.6 feet to a steel stake, and thence South 42 degrees East 208.6 feet to the beginning; containing one acre,

more or less.

It being the same property which was conveyed unto the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, by Curtis Mathew Crider and Betty Jane Crider, his wife, by deed dated January 22nd, 1952, and recorded in Liber 237, folio 499, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the afore-(\$ 2600.00 ____) together with interest thereon, as and when the same shall become due

part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, ail which taxes, mortgage debt and interest thereon, the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, hereby covenant to pay when legally demandable.

and payable, and in the meantime do and shall perform all the covenants herein on their

But in case of default being made in payment of the mortgage debt aforesald, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or...

F.Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Joseph L. Kasekamp and Mary wane Kasekamp, his wife, their in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. And the said Joseph L. Kasekamp and Mary Jane Kasekamp, his further covenant to wife, insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-Six Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hitness, the handand seabof the said mortgagors Attest: Ellel Melarty [SEAL] Mary Jane Kasekamp State of Maryland, Allegany County, to wit: I hereby certify, That on this 8th day of October in the year Nineteen Hundred and Fifty -four _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, _acknowledged the aforegoing mortgage to be. act and deed; and at the same time before me also personally appeared. Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberthe within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said_ Marcus A. Naughton _further made oath in due form of law that he is the Wing-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberlaud, Mary and and duly authorized to make this affidavit. ESS my hand and Notarial Seal the day and year aforesaid. Ethel McCarty

FILED AND RECORDED OCTOBER 8" 1954 at 9:00 A.M. PURCHASE MONEY This Murinage, Made this_ day of October in the year Nineteen Hundred and fifty-four , by and between - - - - - VIRGIL LEE BUSKIRK and THERESA JUNE BUSKIRK, his wife- - -County, in the State of Maryland of Allegany parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, having its principal office in Tox Frostburg, Allegany County, in the State of Maryland, party_____of the second part, WITNESSETH: Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of FIFTY-NINE HUNDRED- - - - - - - - - - - - - - - - - 00/100 DOLLARS (\$5900.00)

with interest from date at the rate of four and one-half per centum (42%) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg Maryland, in 156 monthly installments of \$50.03, payable on the 6 monthly installments of the first part payable to and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

And the said parties of the first part covenant and agree to pay

And the said parties of the first part covenant and agree to pay to the said party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part, for the payment of such premiums, taxes or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties—of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party—and of the second part 1ts successors—XANDERED assigns, the following property, to-wit:

ALL those two pieces or parcels of land, situated, lying and being near the village of Borden Shaft, Allegany County, Maryland, and described as follows:

LOT NO. 1: BEGINNING at the end of the second line of John
Lindsay's lot and running thence with the point of the needle North
twenty-five degrees East one hundred twenty-two feet to a peg; thence
North fifty-six degrees West two hundred fifty feet to a large white
oak tree marked with 6 notches; thence with the line of the County
Road, South seventeen and one-half degrees West one hundred twenty-five
feet to the end of the third line of John Lindsay's lot; thence reversing said line South sixty-five degrees East two hundred thirtyfour feet to the beginning.

LOT NO. 2: BEGINNING at the end of the first line of John Lindsay's lot and running thence at the point of the needle North eighty-eight and one-half degrees East two hundred nineteen feet to a peg; thence North fifty-nine degrees East one hundred fifty-three feet to a large post; thence North sixty-five degrees West two hundred eighty-three and one-half feet to the end of the first line of Lot No. 1; thence with said line and the second line of John Lindsay's lot reversed South twenty-five degrees West two hundred twenty-two feet to the beginning.

IT being the same property which was conveyed by William P. Reed and wife to the parties of the first part herein by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Ungriher with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors heirs, executors, administrators and assigns, or

thereon, the said parties of the first part hereby covenant to pay when legally demandable.

COBEY, CARSCADEN and GILCHRIST lts, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over

to the sald parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed

and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first pending the existence of this mortgage, to keep acceptable to the mortgagee or its assigns, the amount of at least FIFTY-NINE HUNDRE	insured by some ine improvements of the improvement of the improveme	nsurance company on the hereby mortg	or companies aged land to OO) Dollars.
and to cause the policy or policies issued there			2012/02/02/02
or other losses to inure to the benefit of the mor			je od nejcor
assigns, to the extent of	mortgagee or t		ıy effect said
Witness, the hands and scale of s	aid mortgagors .		
Witness: Ward R Neutle	Juget	lee Bust wit	[Seal]
Witness: David R. Wyletts DAVID R. WINLETTS	VIRGIL LE	Re Buskirk	[Seal]
Witness: DAVID R. WILLETTS DAVID R. WILLETTS	VIRVIL LE	Pee Buskirk B BUSKIRK June Buskirk	[Seal]
DAVID R. WILLETTS DAVID R. WILLETTS Black of Maryland.	VIRVIL LE	Pee Buskirk B BUSKIRK June Buskirk	.,
David R. WILLETTS David R. WILLETTS DAVID R. WILLETTS	VIRTIL LE	Pec Buskirk Buskirk June Buskirk	.,
David R. WILLETTS David R. WILLETTS Brand R. WILLETTS State of Maryland.	VIRVIL LE	Lee Buskirk Buskirk Lune Buskirk UNE BUSKIRK	.,

the within named mortgagee and made oath in due form of law, that the consideration in said

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank,

- - - - - VIRGII LEE BUSKIRK and THERESA JUNE BUSKIRK, his wife- - -

and each acknowledged the aforegoing mortgage to be their respective

mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg Tirther made oath that he is the Cashier and agent of the within named mortgages and duly authorized by it to make this affidavit.

10

FILED AND RECORDED OCTOBER 8" 1954 at 10:10 A.M.	
This Mortgage, Made this 7TH day of OCTOBER in the	
year Nineteen Hundred and fifty -four by and between	
Julia W. Morris, single, and Elizabeth Virginia Morris,	
single,	
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:	
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	
Twenty-six Hundred & 00/100 (\$2600.00) Dollars,	
which said sum the mortgagors agree to repay in installments with interest thereon from	1111
the date hereof, at the rate of 52 per cent. per annum, in the manner following:	Acres

By the payment of Twenty-eight & 21/100 - (\$28, 21) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated, lying and being at the intersection of the westerly side of Maryland Avenue with the northerly side of Williams Street, in the City of Cumberland, Allegany County, Maryland, and particularly described as follows, to-wit:

Maryland Avenue standing 49 feet on the second line of a parcel of ground conveyed by Richard D. Johnson, et al., to Louise Morris, by a deed dated December 7, 1892, and recorded in Liber 74, folio 20, one of the Land Records of Allegany County, Maryland; then by a line perpendicular to Maryland Avenue, North 81 degrees 20 minutes West (Magnetic bearings as of the original deed and with horizontal measurements) 51 feet to intersect the easterly side of a passage way 8 feet wide directly west of the brick store and dwelling standing on the lot hereby conveyed (which passage way is specifically mentioned in a certain deed from Sarah A. Stout, widow, to George W. Morris and Harry T. Morris, dated September 6, 1946, and intended to be recorded among the Land Records of Allegany County, Maryland, and this description as well as the one contained in that said deed is taken from an actual survey and plat of the property

made in 1956, by Raiph E. Wilson, Surveyor); then with the easterly side of said 8 foot passageway, in a southwesterly direction about 18 feet to a noint on the northerly side of Williams Street measured North 59 degrees 10 minutes West 65 feet from the intersection of said side of Williams Street with the westerly side of Maryland Avenue; then with the northerly side of Williams Street, South 59 degrees 10 minutes East 65 feet to intersect the westerly side of Maryland Avenue; and then with said side of Maryland Avenue, North 8 degrees 50 minutes East 49 feet to the place of beginning.

Being the same property which was conveyed unto Sarah A.

Stout, Julia W. Morris and Elizabeth V. Morris by deed of Lewis M.

Wilson, Trustee, dated October 10, 1946, which is recorded in Liber

No. 252, folio 32 one of the Land Records of Allegany County, Maryland,

the said Sarah A. Stout now being deceased and her life estate ended

and leaving Julia W. Morris and Elizabeth Virginia Morris as sole

owners by operation of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgages option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

its successors and assigns, forever, provided that if the said mortgagers, their heirs, executors, administrators or assigns, do and shall pay to the said mortgages, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontheirpart to be performed, then this mortgage shall be void.

Hnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns.

or George W. Legge, its duly constituted attorney or agent are hereof and the property at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns. the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - - (\$2600.00) - - - and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns. all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage dropperty, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgages, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any for thirty consecutive days.

Hitness, the hand and seal of said mortgagors .

Attest:

16

Julia W. Morris

[SEAL]

Elizabeth Virginia Morris,

Chralith Virgini Marie [SEAL]

Plate of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER

in the year nineteen Hundred and Fifty-four a Notary Public of the State of Maryland, in and for said County, personally appeared

> Julia W. Morris, single, and Elizabeth Virginia Morris, single,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SS my hand and Notarial Seal the day and year aforesaid.

Commend and Recomme

		- low's	
	FILED AND RECORD	EDED OCTOBER 8" 1954 at 8:30 A.M.	
Thie	Mortgage, Made	e this 7-56 day of October	
		Fifty-Four , by and between	
	REESE I. HARDMAN	and VIRGINIA M. HARDMAN, his wife	Arion TAX or ibay
of	Allegany	County, in the State of Maryland	- 500
parties	of the first part, and		of the same
	RY ENDOWMENT FUND,	County, in the State of Maryland	SE SAN
	of the second part, WITI		社会的
		NESSETH:	ECORDATION TAX

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors

of, together with the interest thereon, the said.

parties of the first part

ALL that piece or parcel of land known and designated as Lot No.80 on the Plat of the Allegany County Improvement Company's National Highway Addition, situated about three miles westward of the City of Cumberland, in Allegany County, Maryland, which said plat is recorded among the Land Records of Allegany County, Maryland, said lot being described as follows:

BEGINNING for the same at the intersection formed by the Southeasterly side of "A" Street with the Southwesterly side of the 50-foot Street running from said "A" Street in a Southeasterly direction to "B" Street, said beginning point being also distant South

31 degrees 50 minutes West 56-3/10 feet from a planted stone on the Southeasterly side of said "A" Street, and on the line of Lot No.79 of said Addition, and running thence with said "A" Street, South 31 degrees 50 minutes West 50 feet, thence at right angles to said "A" Street, South 58 degrees 10 minutes East 250 feet to the Northwesterly side of "B" Street, and with it North 31 degrees 50 minutes East 50 feet to the Southwesterly side of the aforementioned 50-foot street, connecting said "A" and "B" Streets, and with it North 58 degrees 10 minutes West 250 feet to the place of beginning.

BEING part of the same property which was conveyed to Reese Hardman and Lucille Hardman, his wife, by entireties, by Frank Boch, et ux., by deed dated August 31, 1944, and recorded among the Land Records of Allegany County in Liber No. 201, folio 273; the said Lucille Hardman being deceased, and the said Reese Hardman later having married his present wife, Virginia M.Hardman.

EXCEPTING, however, all that part of the above described property which was conveyed by Reese Hardman, et ux. to Charles S. Kopp, et ux., by deed dated the 5th day of August, 1947, and recorded among said Land Records in Liber No. 216, folio 413.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

1

Provided	, that if the said	parties of the first part	
their	heirs, executors, a	administrators or assigns, do and shall pay to	the said
party of th	e second part, its	successors	
ansontroccadada	telexics: or assigns, the afo	oresaid sum of	
i.			
	Sixty-five Hundred	(\$6,500.00) Dollars	
together with the	interest thereon, as and wh	nen the same shall become due and payable	, and in
		covenants herein on their pa	
the meantime do	and shall perform all the c	ovenants nerem on sate pe	ir to be
performed, then t	his mortgage shall be void.		
And it is	Agreed that until defaul	It be made in the premises, the said	
parties	of the first part		
	may hold	and possess the aforesaid property, upon po	aying in
the meantime, all	taxes, assessments and pub	lic liens levied on said property, all which	h taxes,
mortgage debt and	interest thereon, the said		
parties	of the first part		
hereby covenant	to pay when legally demand	dable.	
terest thereon, in	whole or in part, or in any	ment of the mortgage debt aforesaid, or of agreement, covenant or condition of this me hereby secured shall at once become due and	ortgage,
and these presents	are hereby declared to be	made in trust, and the said	
		AND THE RESIDENCE OF THE PROPERTY OF THE PROPE	

party of the second part, its successors

being accentant and designs, or William M. Somerville,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty

WHER $307\ \text{PAGE}473$

days' notice of the time, place, manner and terms of sale in some newspaper published in com- berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said.
parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagor S, their representatives, heirs or assigns.
And the said parties of the first part
further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or 1ts
assigns, the improvements on the hereby mortgaged land to the amount of at least
Sixty-five Hundred (\$6,500.00) Dollars.
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee .1ts successors kates or assigns, to the extent
of 1ts or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.
Mitness, the hand and seal of said mortgagors.
Attest:
Enge E. Mark Reese I. Hardman [SEAL] Eng. T. Mark Virginia M. Hardman [SEAL]
Burne T. Horse Virginia M Hardman [SEAL]
Virginia M. Hardman
State of Maryland,
Allegany County, to-wit:
I hereby rertify, That on this day of October
in the year Nineteen Hundred and Fifty-four , before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
REESE I. HARDMAN and VIRGINIA M. HARDMAN, his wife,
and each acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
John H. Mosner, Cashier of The Second National Bank of Cumberland, Trustee for Rose Hill Cemetery Endowment Fund,
the within named mortgagee and made oath in due form of law, that the consideration in said :
mortgage is true and bona fide as therein set forth.
WITNESS my hand and Notarial Seal the day and year aforesaid.
00 00
chase show
Notary Public.

FILED AND RECORDED OCTOBER 8" 1954 at 2:00 P.M.

This Mortgage, Made this - - - - - 8th - - - - - day of Fifty Four, in the year nineteen hundred and by and between October,

Lawrence E. Growden and Bernice M. Growden, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter cailed Mortgagors THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly incorporated under the laws of Maryland, of the second part, hereinafter cailed Mortgagee, Witnesseth:

justly and bona fide indebted unto the mberras, the said Mortgagors said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which they have given their promissory note of even date herewith payable on or before three years after date with interest at the rate of 5% per annum in monthly payments on the principal and interest of not less than Fifty (\$50.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, aiterations or improvments to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Num therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, bargain, seii, give, grant, convey, release and confirm unto the said the said Mortgagors do Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel of ground, situate, lying and being in Election District No. 21, in Allegany County, Maryland, and being known as Lot No. 5 of Mauk's First Addition to the City of Cumberland, Allegany County, Maryland, and being more particularly described as follows, to-wit:

Beginning at the Southwest corner of Lot No. 6, of this Mauk's First Addition to the City of Cumberland, and running thence by said lot, South 53 degrees East 242.2 feet to a stake; thence by the Northwest margin of Centre Lane, South 32-1/2 degrees West 73.5 feet to a stake; thence by Lot No. 4, of said Addition, North 53 degrees West 248 feet to a stake; thence by the Southeast margin of the Bedford Road, North 35-3/4 degrees East 73.5 feet to the beginning.

Being the same property conveyed by Henry L. Wagner et ux to the said Lawrence E. Growden et ux by deed dated May 21, 1954, and recorded in Liber No. 259, folio 48, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

On hour and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters. privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Frontded, that if the said Mortgagors , its, his, her, or their heirs, executors, administra-







tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - Four Thousand (\$\frac{1}{2}\),000.00)- - - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform ail the covenants herein on part to be performed, then this mortgage shail their be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, ail taxes, assessments and public iiens levied on sald property and on the mortgage debt and Interest hereby intended to be secured, and any lien, claim or charge against sald premises which might take precedence over the iien of this mortgage; ail which taxes, assessments, public llens, llen, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when iegaiiy demandable; and it is covenanted and agreed that in the event the said Mortgagors shail not pay ail of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the sald Mortgagee shall have the full legal right to pay the same, together with all interest. penaities and legai charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or ln any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil at public saie the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shail be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Aliegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such saie to apply-first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for defauit and no sale be made, one-half of sald commissions shall be allowed and pald as costs, by the mortgagors , its, his, her or their representatives, helrs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesald, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors , its, his, her or their helrs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least- - - - - Four Thousand (\$4,000.00)- - - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or cialm hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect sald insurance and coilect the premlums thereon with Interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties

Witness, the hands and seals of said Mortgagors

Attest: Thisiand @ Dalley.

State of Maryland, Allegany County, to-wit:

day of October I hereby Certify, that on this Fifty Four, before me, the subscriber, a Notary in the year nineteen hundred and Public of the State of Maryland, in and for Allegany County, personally appeared .

Lawrence E. Growden and Bernice M. Growden, his wife,

and acknowledged the aforegoing mortgage to be act and deed; and at the same their time, before me, also personally appeared George C. Cook, The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona George C. Cook fide as therein set forth; and the said in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit,

tituess whereof I have hereto set my hand and affixed my Notarial Seal the day

in the ye	Murigage, Made to	Fifty-four	by and betw	
C	HARLOTTE H. BRILL and	ARTHUR L. BRILL,	her husband,	Aft or near
of	Allegany	County, in the S	State of Maryland	- 0
parties	of the first part, and			-112
HE SEC	OND NATIONAL BANK OF poration duly incorpo	CUMBERLAND, Cumber prated under the 1	rland, Maryland, a be aws of the United St	ate.
of	Allegany	County, in the !	State of Maryland	19

party of the second part in the full and just sum of Three Thousand (\$3,000.00) Dollars this day loaned the parties of the first part, which principal sum, with interest at 5% per annum, is to be repaid

by the parties of the first part to the party of the second part in payments of not less than Thirty-one and 85/100 (\$31.85) pollars per month, said payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said_

parties of the first mart

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

halfx and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated, lying and being in Election District No. 5 in Allegany County, Laryland, on what is known as Shriver's Hill which is located between the Desford and Valley Hoads which is located about four miles north-easterly of the City of Cumberland, and which piece of property is designated as Parcel No. 2 on a plat of a tract of land known as the Lary ... Horfmeister (unmarried) tract and being more particularly described as follows, to wit:

LOT NO. 2: BEGIMNING at the end of 110 feet on the first line of a deed from Annie L. Frantz to Mary E. Hoffmeister (unmarried) dated April 15, 1930, and recorded in Deeds Liber No. 165, folio 92

among the Land Records of Allegany County, Maryland, and running thence with part of said first line North 49 degrees 35 minutes East 110 feet to a stake; thence North 48 degrees West 1,000 feet; thence North 37 degrees 15 minutes West 900 feet to a stake on the fourth line of the aforementioned Frantz deed; thence with part of said fourth line South 15 degrees 15 minutes West 96 feet to a large dead pine tree; thence with part of the fifth line of said deed South 60 degrees 30 minutes West 130 feet to a stake; thence South 43 degrees 24 minutes East 880 feet to a stake; thence South 48 degrees East 1,000 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Josephine H. Perdew, et al., by deed dated April 26, 1950, and recorded among the Land Records of Allegany County in Liber No. 228, folio 674.

The property is subject to a reservation of right-of-way or easement for a roadway, along the Bedford Road, in common with other adjoining lot owners.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

	Provided,	that if t	he said	parties	of the	first par	t, their	
_		h	eirs, executor	rs, administr	ators or as	signs, do and	shall pay to t	he said
par	ty of the	second	part, it	s success	iors		11-11-11-1	100.00
XXXXX	distribuccodu	trector or	assigns, the	aforesaid s	am of	D WA		19440
	21	F - 190 V	M. Inches		The Late	2010 201	CHERRY	£30

Three Thousand (\$3,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Bnd it is Egreed that until default be made in the premises, the said

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes.

ortgage debt and interest thereon, the said	
parties of the first part	
creby covenant to pay when legally demandable.	
But in case of default being made in payment of the mortgage debt aforesaid, or rest thereon, in whole or in part, or in any agreement, covenant or condition of this en the entire mortgage debt intended to be hereby secured shall at once become due a	mortgage,
nd these presents are hereby declared to be made in trust, and the said	
party of the second part, its successors	
is, her or their duly constituted attorney or agent, are hereby authorized and empower me thereafter, to sell the property hereby mortgaged or so much theref as may be not to grant and convey the same to the purchaser or purchasers thereof, his, her or assigns; which sale shall be made in manner following to-wit: By giving at least' notice of the time, place, manner and terms of sale in some newspaper published and, Maryland, which said sale shall be at public auction for cash, and the processom such sale to apply first to the payment of all expenses incident to such sale, it excess levied, and a commission of eight per cent to the party selling or making said sale the payment of all moneys owing under this mortgage, whether the same shall have	their heirs east twenty ed in Cum- eds arising acluding all e; secondly,
atured or not; and as to the balance, to pay it over to the said	
parties of the first part, their heirson	assigns, and
case of advertisement under the above power but no sale, one-half of the above nall be allowed and paid by the mortgagors, their representatives, heirs	or assigns.
End the said parties of the first part	
	ovenant to
asure forthwith, and pending the existence of this mortgage, to keep insured by som	e insurance
ompany or companies acceptable to the mortgagee or its successors or ssigns, the improvements on the hereby mortgaged land to the amount of at least	
nd to cause the policy or policies issued therefor to be so framed or endorsed, as in c	
their lien or claim hereunder, and to place successors there or assigns, to their lien or claim hereunder, and to place successors their lien or claim hereunder, and to place successors of the mortgagee, or the mortgagee may effect sain docllect the premiums thereon with interest as part of the mortgage debt.	h policy or
Hitness, the hand and seal of said mortgagors.	
Charlotte W. Brill Charlotte H. Brill Arthur L. Brill	L[SEAL]
State of Maryland,	
Allegany County, to-wit:	
I hereby certify, That on this Sth day of Octo	per
in the year Nineteen Hundred and Fifty-four , before me, th	e subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appear	red
a party to be bushed	SERVICE STATE OF THE PARTY OF T
CHARLOTTE H. BRILL and ARTHUR L. BRILL, her husband	
CHARLOTTE H. BRILL and ARTHUR L. BRILL, her nusband and each acknowledged the aforegoing mortgage to be their respect	ive
	ive
and each acknowledged the aforegoing mortgage to be their respect	ive
and each acknowledged the aforegoing mortgage to be their respect act and deed; and at the same time before me also personally appeared	color too

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chasellan Public.

T. Leo Y. Longe

FILED AND RECORDED OCTOBER 8" 1954 at 2:50 P.M.

This Mortgage, Made this 8 TH day of OCTOBER in th
year Nineteen Hundred and fifty -four by and between
Arnold R. Ciccanti and Alma Mae Ciccanti, his wife,
of Allegany County, in the State of Maryland, part 1950f the first part, here inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Eighty-five Hundred Fifty & 00/100 - - - (\$8550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of his per cent. per annum, in the manner following:

By the payment of Fifty-four & 09/100 - - - (\$54.09) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of "B" Street known and designated as part of Lots Nos. 81 and 82 in the Allegany County Improvement Company's National Highway Addition to LaVale, Allegany County, Mary-land, a plat of which said addition is recorded among the Plat Records

of Allegany County, Maryland, in Liber No. 1, folio 40, which said parcels are more particularly described as a whole as follows, to-wit:

Beginning for the same on the northerly side of "B" Street at the end of the second line of Lot No. 80 in said addition, and running then with said "B" Street South 31 degrees 50 minutes West 55 feet, then North 58 degrees 10 minutes West 50 feet, then North 31 degrees 50 minutes East 5 feet to a point on the second line of said Lot No. 81 in said addition, then with part of said second line reversed North 58 degrees 10 minutes West 75 feet, then North 31 degrees 50 minutes Fast 50 feet to a point on the second line of said Lot No. 80 and then with part of said second line South 58 degrees 10 minutes East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank H. Wineland and Clara E. Wineland, his wife, of even date, which is intended to be recorded among the Land Pecords of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the datc hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ortheir part to be performed, then this mortgage shall be void.

End it is Eigreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgages, its successors or assigns,

or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five Hundred Fifty & 00/100 - (\$8550.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Enothe said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized. In the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after the same shall become due and payable and to pay and discharge within ninety days after once, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, then the whole

Hitress, the hand and seal of said mortgagors.

Attest:

Arnold R. Ciccant SEAL

Alma Mae Ciccanti

___[SEAL]

State of Maryland,

Allegany County, to-wit:

3 hereby certify, That on this 8TH day of OCTOBE

a Notary Public of the State of Maryland, in and for said County, personally appeared

Arnold R. Ciccanti and Alma Mae Ciccanti, his wife,

the said mortgagors herein and thay acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgages.

my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED OCTOBER 8" 1954 at 2:45 P.M.

This Mortgage, Made this _____ stl.

October

1

in the year nineteen hundred and fifty-four

, by and between

Roy K. Matthew and Mary M. Matthew, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

Roy K. Matthew and Mary M. Matthew, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Two Thousand (\$2,000.00) - - - - - - - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Roy K. Matthew and Mary M. Matthew, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated, lying and being on the Northwesterly side of McMullen Boulevard, in Allegany County, Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe located on the Northwester ly side of McMullen Boulevard at the end of the first line in a deed from Delia A. Cook to Columbus A. Beeman, et ux, which is recorded in Deeds Liber 212, folio 111, among the Land Records of Allegany County, Maryland, and running thence with the second line of said deed, North



50 degrees West 150 feet; thence South 42 degrees 28 minutes west 100 feet; thence South 50 degrees East 150 feet to the Northwest side of McMullen Boulevard; thence with said side of said boulevard, North 42 degrees 28 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Delia A. Cook, widow, by deed dated March 30, 1951, and recorded in Liber No. 233, folio 304, one of the Land Records of Allegany

County.

ALSO: All those two adjoining lots or parcels of land situated on the Northwest side of the McMullen Boulevard (formerly the Western-port Road), just Southwest of the Dingle, near the City of Cumberland, In Allegany County, State of Maryland, and more particularly described

as follows, to-wit:
FIRST PARCEL: BEGINNING for the same at an iron stake standing at the end of 200 feet on the first line of the property conveyed by Margaret E. Straub, Administratrix c.t.a. to Delia Cook in deed dated January 6, 1944, and recorded in Liber No. 198, folio 296, one of the Land Records of Allegany County, Maryland, said stake also stands of foot from the center of and on the Northwest side of the aforement one

McMullen Boulevard, and running thence with the first line of the afore mentioned Cook deed and with the Northwest side of the said McMullen Roulevard)Magnetic bearings as of January, 1946, and with horizontal measurements), South 42 degrees 28 minutes West 50 feet to an iron stake, thence leaving the aforementioned McMullen Boulevard, North 50 degrees 00 minutes West 150 feet to an iron stake, thence parallel to the said McMillen Boulevard, North 42 degrees 98 minutes East 50 feet to an iron stake, thence South 50 degrees 00 minutes East 150 feet to

the beginning.

SECOND PARCEL: BEGINNING for the same at an iron stake standing at the end of 250 feet on the first line of the property conveyed by Margaret E. Straub, Administratrix to Delia Cook, by deed dated January 6, 1947, and recorded among the Land Records of Allegany County, Maryland, said stake also being at the end of the first line of the First Parcel above described, said stake also standing on the Northwest side of the McMullen Boulevard, and running thence with the first line of the aforementioned deed, Straub to Cook, and with the Northwest side of said Boulevard (Magnetic bearings as of January, 1946, and with horizontal measurements) South 42 degrees 28 minutes West 50 feet to an iron stake then the first line of the Cook was a large to the cook was the first line of the cook was a large to the cook was the first line of the cook was the c deed, North 50 degrees 00 minutes West 150 feet to an iron stake, then parallel to said McMullen Boulevard, North 42 degrees 28 minutes East 50 feet to an iron stake at the end of the second line of the aforesaid First Parcel above described, and thence reversing said second line, South 50 degrees 00 minutes East 150 feet to the beginning.

It being the same property which was conveyed unto the said Mort-gagors by deed from Campbell M. Wolford and wife, dated the 12th day of July, 1952, and recorded in Liber No. 242, folio 351, one of the Land Records of Allegany County.

This obligation is also secure by a Chattel Mortgage bearing even date herewith by and between the same parties hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

angers by his Experience and her a colonial and her with the second

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shail be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shail be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said saie, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his helrs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Goy K. Matthew (SEAL)

Thomas L'Kesch

Mary M. Matthew (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of Octo

October in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Roy K. Matthew and Mary M. Matthew, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgages and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



П

П

Geo A Siebert
Notary Public

Fam of M. M. Messert V. Milgel Pet & Pour or man

THIS MORTGAGE, Made this joth day of Let. My 14 ,1954, by and between William Ervin Wampler and Thelma Deloras Wampler, his wife, of Allegany County, State of Maryland, parties of the first part, and William J. S. Wampler and Mery E. Wampler, his wife, of Garrett County, State of Maryland, parties of the second part, WITNESSETH:

whereas, the said parties of the first part have this day executed and delivered unto the said parties of the second part their certain joint and several promissory note for the sum of One Thousand Five Hundred (\$1,500.00) Dollars payable to the order of the said parties of the second part in annual installments of One Hundred (\$100.00) Deliars each, commencing one year after the date hereof and continuing annually thereafter until the full amount thereof shall have been paid, with interest from date at the rate of one and one-half per cent (1-1/2%) per annum, said interest to be computed on the remaining unpaid principal; together with the express privilege of making greater payments on the due dates.

IT IS AGREED, that upon default in the payment of any one of the installments above provided, the full amount then unpaid shall, at the option of the parties of the second part, become due and demandable, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same at some future time.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the





prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to wit:

All that lot, piece or parcel of land situate, lying and being in Consolidation Village, near Frostburg, in Election District No. 26, in Allegany County, State of Maryland, and more particularly described as follows:

EEGINNING for the same at a point in the center of the Consolidation Road, said point being at the end of 73.5 feet on the 4th line of the whole lot of which this is a part thereof and running thence with the remaining part of said 4th line and part of the 5th line of the whole lot North 54 degrees 32 minutes West 28.94 feet; thence North 36 degrees 39 minutes West 40.0 feet; thence running through the whole lot North 55 degrees 30 minutes East 170.2 feet to a small stream and with it South 23 degrees 15 minutes East 66.7 feet to a peg; thence South 55 degrees 30 minutes West 145.4 feet to the place of beginning, containing 0.24 of an acre, more or less.

Subject, however, to the same reservations, restrictions, covenants and conditions as set out in the deed from The Consolidation Coal Company to Louis Walbert and wife, dated the 1st day of May, 1940, and recorded in Liber 186, folio 682, one of the Land Records of Allegany County, Maryland.

This being the same property as conveyed to the parties of the first part by deed from Ada E. Walbert, widow, dated the 20th day of March, 1954, and recorded in Liber No. 257, folio 223, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, administrators, or assigns, the aforesaid principal sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, when and as the same shall become due and demandable, according to the words, tenor and effect of said promissory note, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this morbgage shall be void.

AND IT IS AGREED that until default be made in the

premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in themeantime, all taxes, assessments and public lions levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby coverant to pay when legally demandable.

But in case of default being made in payment of the mort; age debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and rayable, and there presents are hereby declared to be made in trust, and the said partesof the second part, that heirs, executors, administrators and assigns, or benny F. Epstein, his, her, or their duly constituted attorney or agent are hereby authorized and emplowered, at an time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his her or their heirs or assigns; which sale shall be made in manner following, to wit: Ly glving at least twenty days! notice of the time, place, manner and terms or sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance tompany or companies acceptable to the mortgagee; or the heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred Dollars (\$1,500.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said

IRFR 307 PAGE 488

insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors, the day and year first above written.

Witness:

grang d'Edwards, Milliam Ervin Wampler 18EAL

Theima Delores Wampler (SEAL

STATE OF MARYLAND, GARRETT COUNTY, to wit:

I HELLEY CERTIFY, That on this 10th day of Justin 1954, before me, the subscriber a Notary Public of the State of Maryland, in and for Garrett County aforesaid, personally appeared William Ervin Wampler and Thelma Delores Wampler, his wife, and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared William J. S. Wampler and Mary E. Wampler, his wife, the within named mortgagees and made oath in due form of law, that the consideration im said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year afore-

said.

FILED AND RECORDED OCTOBER 11" 1954 at 8:50 A.M.

This Murigage, Made this.

8 day of October

in the year Nineteen Hundred and Fifty-four

_____, by and between

betty Jean Detrick and Daniel F. Detrick, her husband,

Allegany County, in the State of Maryland of.

part 105 of the first part, and Lenna R. Litzenburg



The war County, in the State of

part J of the second part, WITNESSETH:
Cubercas, to place of the contract and quarter of the contract
How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
do give, grant, bargain and sell, convey, release and confirm unto the said
to the speciment, the speciment of the s
heirs and assigns, the following property, to-wit:
Desiration of the second and the second are second as the second are second to second the second the second the second the second are second to second the second are second to second and second the se
line of the whole percel; thence running with said second line, bouth do. to degrees East 180 feet to the place of beginning.
The AFORESTI. PROFERRY is the same property conveyed by deed duted the 16th day of april, 1954, by and between Okey T. G. kenner and bessie it. Achney, his wife, and Betty Jean Letrick, and which said deed is recorded in Liber No. 260, folio 345, one of the Land Accords of Allegary County, Maryland; a specific reference to said deed is hereby made for a full and hore particular description of the land hereby conveyed by way of mortgage.
Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.
Provided, that if the said Betty Jean Letrick and Daniel J. Detrick,
her husband, their heirs, executors, administrators or assigns, do and shall pay to the said
Lenna R. Litzenburg, her
executors, administrators or assigns, the aforesaid sum of
Five Mundred (\$500.00) Dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void. End it is Egreed that until default be made in the premises, the said
Betty Jean Letrick and Daniel F. Detrick, her husband,
may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

7

nortgage debt and interest thereon, the said	
besty Jean Detrick and Doniel F. Detrick, her husband.	
ereby covenant to pay when legally demandable.	
terest thereon, in whole or in part, or in any agreement, thereby secured shall at once become due and payable,	
nd these presents are hereby declared to be made in trust, and the said	1
. has a strongurg, her	
neirs, executors, administrators and assigns, or the property hereby are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty of assigns; which sale shall be made in manner of sale in some newspaper published in Character's notice of the time, place, manner and terms of sale in some newspaper published in Character's Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then	
matured or not; and as to the balance, to pay it over to the said notity Juan Letrick	
heirs or assigns, and	
the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagor 3, 53-11 representatives, here of assignment	
Bnd the said netty Jean Betrick and Daniel F. Letrick, her	
nust and, further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance	
Company or companies acceptable to the mortgagee or her	- 1
assigns, the improvements on the hereby mortgaged land to the amount of at least	1
Five Fundred (1500.00) Bollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,	
and to cause the policy or policies issued therefor to be a heirs or assigns, to the extent	
to inure to the benefit of the mortgagee . Her heirs or assigns, to the extent	
of	. 1
and collect the premiums thereon with interest as part of the mortgage debt	
Mitness, the handsand sealsof said mortgagos:	1
Attest: Page 5 Detrol [SEAL] Daniel F. Detrick [SEAL] Zelly Detrick [SEAL]	
State of Maryland,	
Allegany County, to-wit:	
I hereby certify. That on this 8th day of October,	e#.5
in the year nineteen Hundred and Fifty - Four , before me, the subscribe	er,
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Duniel F. letrics and betty Jean Detrics, his wife,	500
and each acknowledged the aforegoing mortgage to be his and her respective	e
act and deed; and at the same time before me also personally appeared	-
Line A. Litzenburg, willow,	
the within named mortgagee, and made oath in due form of law, that the consideration in sa	rid
mortgage is true and bona fide as therein set for forth.	

Ī

PNESS my hand and Notarial Seal the day and year aforesaid.

Lang Chommy Marge, Notary Public.

" cecidi 1

FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

day of

OCTOBER - in the year nineteen hundred and

fifty-four

, by and between

Herman F. Bowman and Godetta B. Bowman, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Herman F. Bowman and Godetta B. Bowman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Three Thousand (\$3,000.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Five (5%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1974

DECEMBER 31,1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Herman F. Bowman and Godetta B. Bowman, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two parcels of ground situated in Cumberland, Maryland, and particularly described as follows:

FIRST: All that lot situated on the Southerly side of North Mechanic Street in Cumberland, Maryland, being part of Lot No. 260 of the original Town Lots of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of North Mechanic Street with the Westerly side of Valley Street as now laid out, said point of beginning being also at the end of the first line of the Lot conveyed to the Mayor and City Council of Cumberland, by deed dated July 3, 1916, and recorded in Liber 118, folio 670, of the Land Records of Allegany County and running thence with the Southerly side of North Mechanic Street, North 64 degrees 10 minutes West 29-7/10 feet to the center of the division wall of the double brick house located partly on this lot, and running thence with the center of said wall, and same extended, South 28 degrees 22 minutes West 108 feet to Wills Creek and with it, South 51 degrees East 301 feet to the end of the second line of the aforesaid lot conveyed to the City, thence with said second line reversed, North 28 degrees 22 minutes East about 116 feet to the place of beginning.

SECOND: BEGINNING at a point 40-7/10 feet from the intersection of the Southerly side of North Mechanic Street and the Westerly side of Valley Street as widened and located in a deed to the Mayor and City Council of Cumberland, dated July 3, 1916, and recorded among the Land Records of Allegany County, in Liber 118, folio 670, said beginning being also at the center of the front of the dividing wall of a double brick house which is located on Lots Nos. 1 and 2 of Plat "C" in the Equity Case of John B. Widener, Trustee, vs Gustavus Beall, et al, and recorded in Julyment

Case of John B. Widener, Trustee, vs Gustavus Beall, et al, and recorded in Jungaent Record No. 15, folio 324, of Allegany County, said beginning point being also at the end of the first line of the said Lot No. 1, and running thence with North Mechanic Street, North 68 degrees West 32 feet, thence South 24 degrees West 97 feet to Wills Creek, and with it, South 51 degrees East 31½ feet to the end of the second line of said Lot No. 1, and with it reversed, North 24 degrees East 105 feet to the beginning.

EXCEPTING, HOWEVER, all that part of the above described property which was conveyed by the said Mortgagors unto the Mayor and City Council of Cumberland, Maryland, by deed dated April 2, 1954, and recorded among the Land Records of Allegany County in Liber No. 257, folio 533.

It being part of the same property which was conveyed unto the said Mortgagors by Patrick Carolan and wife by deed dated September 30, 1946, and recorded in Liber 211, folio 484, one of the Land Records of Allegany County.

This indebtedness is also secured by a Chattel Mortgage covering fixtures and equipment given by the said Mortgagors to The Liberty Trust Company and bearing even date herewith.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesald, or of the interest

thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its , its, his or their duly constituted attorney or successors and assigns, or George R. Hughes agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

ANI) the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Herman F. Bowman

Sames M Horly

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of

OCTOBER

in the year nineteen

fifty-four hundred and

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

Herman F. Bowman and Godetta B. Bowman, his wife,

acknowledged, the foregoing mortgage to be each and

their

act and

deed; and at the same time, before me, also personally appeared

Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the

said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

James M. Sorley

FILED AND RECORDED OCTOBER 11" 1954 at 10:30 A.M.

IV. ULLI LOLLY

This Marthage, Made this 874 day of October, in the year

Nineteen Hundred and Fifty-Four by and between

JEADORE F. TOIR and Alich S. BULL, As wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of

Dollars

1

(\$-,...) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

THIRTY-THREE AND 76/100 - - - - - - -

Dollars,

(\$ 33.76) commencing on the 8th day of November , 1954 and on the 8th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 8th day of October, 1969 , Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW. THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

TEDERS F. 101F and MILET S. Boll, his tife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

and that hot, income recreek of ground situate, lying and being in the some are thur, allegaly Jounty, har lend, and known and designated as Lot Humber in the (18) in Frent's Firth actition to said Team of Prostburg, as shown upon a second and in his a recorded in hiter No. 15, tolic 501, among the Land Records allegaly Jounty, haryland.

Elrick, her husband, by deed from Clyde D. Elrick and Hattie E. Elrick, his wife, dated key 14, 1981, and recorded in Liber No. 136, folio 594, among said Allegany County Land Mocords.

BEING also the same property which was conveyed to the said Theodore F. holt and Ellen 5. Bolt, his wife, by deed of even date herowith from the said agnes R. Elrick, widow, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure part of the purchase price of the above described property and is, in whole, a FURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale ln some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party seiling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no saie, one-haif of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all ilens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreciose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the hoider of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his helrs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readinstment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof chall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties begat

WITNESS the hand and seal of said mortgagor.

ATTEST

RACHEL ENTERIEM

Theodore Bet.

(SEAL)

_(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 8TH

day of

October,

in the year Nineteen

Hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

MEMODERS F. BOLT and MLE 3. BOLF, his wife,

and occi. acknowledged the foregoing mortgage to be Avin Kreiling respective act; and at the same time, before me also personally appeared William Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said William Religion for the in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.

FACHEL KHIERIEN

Notary Public

FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

This Mortgage, Made this

617

day of

October

in the year nineteen hundred and fifty-four

, by and between

Herbert W. McVicker and Margaret L. McVicker, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Herbert W. McVicker and Margaret L. McVicker, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirteen Hundred (\$1300.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Herbert W. McVicker and Margaret L. McVicker, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of the following described real Estate in the Town of Barton, Allegany County, Maryland, and more particularly described as follows:

FIRST: Lot No. 29 in said Town: BEGINNING at a stake standing on the South side of Main Street and the East side of a 16-foot Alley and running thence South 79 degrees East 80 feet to a stake, thence South 11 degrees West 100 feet to a stake, thence North 79 degrees West 80 feet to a stake on the East side of a 16-foot alley, thence North 11 degrees East 100 feet to the place of beginning.

SECOND: Lot No. 30 in said Town: BEGINNING at a stake standing on the South side of Main Street and at the end of the first line of Lot No. 29 and running with Main Street, South 79 degrees East 80 feet to a stake, thence South 11 degrees West 100 feet to a stake, thence North 79 degrees West 80 feet to a stake, thence North 11 degrees East 100 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Joseph T. Dunnivan and wife by deed dated the 9th day of September and to be duly filed for record among the Land Records of Allegany County, in the State of Maryland. TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred (\$1300.00) - - Doilars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shail be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shaii be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such saie to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party seiling or making said saie, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-haif of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personai representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred (\$1300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Herbert W. McVicker (SEAL) www. Im Ele.

Margaret L. McVicker (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 6 74 day of Oct ober

hundred and fifty-four

before me, the subscriber, a Notary Public of the

June SM Elne

State of Maryland in and for the county aforesaid, personally appeared

Herbert W. McVicker and Margaret L. McVicker, his wife,

acknowledged, the foregoing mortgage to be deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Frer,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

This Mortgage, Made this

October

in the year nineteen hundred and fifty-four

, by and between

James B. R. Ritchie and Edna M. Ritchie, his wife. of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgages, Witnesseth:

Whereas, the said

James B. R. Ritchie and Edna M. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred Fifty (\$1150.00) - - - - - - - - - payable to the order of the said The Liberty Trust Company, one year after date with interest from per centum per annum, payable quarterly as it accrues, date at the rate of Six (6%) at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31. 195

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James B. R. Ritchie and Edna M. Ritchie, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the valid The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described lot or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland and being more particularly described as follows:

BEGINNING for same at an iron pin standing along the Southerly side of the road leading from Lonaconing to Westernport and being at the end of a line drawn North 83 degrees 48 minutes East 153.48 feet from a planted stone marked "G.C." planted at the beginning of a deed from the George's Creek Coal and Iron Co. to Jane Simpson by deed dated March 20, 1866; and also at the end of a line drawn South 67 degrees il minutes East 43.0 feet from an iron pin at the end of the first line of a lot which was sold and conveyed by the Maryland Coal Co. to Frank Bills by deed dated April 24th, 1911 and recorded in Liber No. 108, folio 30, one of the Land Records of Allegany County, Maryland, and running along the Southerly side of said road, North 77 degrees 39 minutes East 17.12 feet to an iron pin, the end of the third line of Robert Marshall, Jr.'s lot which was sold to him William C. Green and wife by deed dated May 3, 1920, and running along said third line (Reversed and Corrected), South 16 degrees 55 minutes East 75.45 feet to an iron pin, the Bank of George's Creek and with said George's Creek, South 78 degrees 07 minutes West 17.48 feet to a hole drilled in a concrete retaining wall, the corner of William Douglas' wall, and with the line of Douglas' lot (Corrected), North 16 degrees 44 minutes West 75.28 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John L. Ritchie and wife, by deed dated the 6th day of January, 1947, and recorded in Liber No. 213, folio 153, one of the Land Records of Allegany County.

TOGETHER with the buildings and Improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, lts successors and assigns, ln fee simple forever.

PROVIDED, that if the said mortgagor, his helrs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesald sum of Eleven Hundred Fifty (\$1150.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be vold.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levled on sald property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But ln case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or ln part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred Fifty (\$1150.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Edna M. Ritclie

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 5/4 day of October

i, To-wir:

in the year nineteen

hundred and fifty-four

James Sm Elne

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

James B. R. Ritchie and Edna M. Ritchie, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

June & MElow

Nouty Plant

FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

This Mortgage, Made this ____ sth

day of

October

in the year mineteen hundred and fifty-four

, by and between

Thelma A. Streett and John J. Streett, her husband, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

Thelma A. Streett and John J. Streett, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Seven Hundred (\$3700.00) - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Thelma A. Streett and John J. Streett, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated and lying in the City of Cumberland, Maryland, it being the Southerly half of Lots No. 52 in the Cumberland Improvement Company's Eastern Addition to the City of Cumberland, Maryland, and more particularly described as follows, to-wit:

peginning on the Westerly side of Marion Street at the end of 20 feet on the first line of Lot No. 52 and running thence with Marion Street, South 1 degree 6 minutes West 20 feet to the end of the said first line, thence North 88 degrees 54 minutes West 100 feet to a 12-foot alley, thence with the East side of said alley, North 1 degree 6, minutes East 20 feet to intersect a line drawn North 88 degrees 54 minutes West from the beginning point, and passing through the center of the division wall of a double brick dwelling, thence with said line reversed, South 88 degrees 54 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Thelma A. Streett, by deed dated the day of October, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Seven Hundred (\$3700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

Н

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner foilowing, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making sald saie, and in case said property is advertised, under the power herein contained, and no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Seven Hundred (\$3700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgages, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgages may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

	ATTEST: Thelma A. Streett (SEAL)	
	Thomas L'Kesch John J. Streett (SEAL)	
i	STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:	
	I hereby Certify, that on this 8th day of October in the year nineteen	
	hundred and fifty-four before me, the subscriber, a Notary Public of the	
	State of Maryland in and for the county aforesaid, personally appeared	
	Thelma A. Streett and John J. Streett, her husband,	
	and each acknowledged, the foregoing mortgage to be their act and	
	deed; and at the same time, before me, also personally appeared Charles A. Piper,	
	President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the	
	seid Charles A. Piper.	
	did further, in like manner, make oath that he is the President, and agent or attorney for said	Г
	corporation and duly authorized by it to make this affidavit. In offices whereof I have hereto set my hand and affixed my notarial seal the day and year	
63	O A A Design	L
	Seaasiebers	
1	Notary Public	L
-		
	33	
7	Netgee City	
		_
	FILED AND RECORDED OCTOBER 11" 1954 at 9:45 A.M.	
	PURCHASE MONEY	
	THE STATE OF THE CONTRACT OF T	
	Units/Murinant, Made this 472 day of October	
	in the year Nineteen Hundred and Fifty-four day of October by and between	
	in the year Nineteen Hundred and Fifty-four, by and between, by and between	
	VERNON ARCHIE BRINKMAN AND ADA LOUISE BRINKMAN, HIS WIFE,	
	VERNON ARCHIE BRINKMAN AND ADA LOUISE BRINKMAN, HIS WIFE,	
	VERNON ARCHIE BRINKMAN AND ADA LOUISE BRINKMAN, HIS WIFE, of	
	of Allegany County, in the State of Maryland part 100 of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,	
	VERNON ARCHIE BRINKMAN AND ADA LOUISE BRINKMAN, HIS WIFE, of	
	of	
	of	
	of	

Dollars (\$ 1,000.00), to be paid with interest at the rate of six per cent (6%) per annum, to be computed monthly on unpaid balances, in payments of at least.

Twenty &no/100Dollars (\$ 20.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accurred thereon, is paid in full, to secure which said principal, together with the interest accurring thereon, these presents are made.

HIN Unbercas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Vernon Archie Brinkman and Ada

Louise Brinkman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property to-wit:

All that lot or parcel of ground situate, lying and being on the Easterly side of Arch Street, in the City of Cumberland, Allegany County, Maryland, and being a part of Lot No. 56 in the Cumberland Improvement and Development Company's Southern Addition to the City of Cumberland, a Plat of which said Addition is recorded in Plat Book No. 1, folio 35, and which said property is more particularly described as follows:

BEGINNING for the same at a point on the East side of Arch Street at the end of the first line of Lot No. 56 in the Cumberland Improvement and Development Company's Southern Addition to Cumberland, and running thence South 78 degrees East 100 feet to the West side of Hattie Alley, and with the West side of said Alley, North 12 of Hattie Alley, and with the West side of said Alley, North 12 degrees East 20.5 feet to a stake standing at the end of an old line of fence, and running thence by a new division line through the center partition wall of the double frame dwelling known as Nos. 106 and 1062 Arch Street, located on the whole property, of which this is a part, North 742 degrees West 100 feet to the West side of Arch Street, thence with the East side of Arch Street South 12 degrees West 23 feet to the place of beginning. (Bearings corrected to True Meridian courses.)

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of One Thousand and no/100 Dollars (\$.1,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Higreed that until default be made in the premises, the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Vernon Archie Brinkman and Ada Louise Brinkman to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or E. Brooke Whiting his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs By giving at least twenty or assigns; which sale shall be made in manner following to-wit: days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then Vernon Archie Brinkman matured or not; and as to the balance, to pay it over to the said____ and Ada Louise Brinkman, his wife, their _heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns. Hind the said Vernon Archie Brinkman and Ada Louise Brinkman, further covenant to his wife. insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt. Hittiess, the handsand seasof the said mortgagors Attest: Ethel Melasty state of Maryland, Allegany County, to wit: _day of October I hereby certify. That on this. __, before me, the subscriber, in the year Nineteen Hundred and Fifty -four a Notary Public of the State of Maryland, in and for said County, personally appeared Vernon Archie Brinkman and Ada Louise Brinkman, his wife, they acknowledged the aforegoing mortgage to be act and deed; and at the same time before me also personally appeared Marous A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland. the within named mortgagee and made oath in due form of law, that the consideration in said strage is true and bona fide as therein set forth, and the said_ _further made oath in due form of law that he is Marcus A Naughton to president and agent, of the CUMBERLAND SAVINGS BANK of Cumberand Maryland and duly authorized to make this affidavit. TAESS my hand and Notarial Seal the day and year aforesaid.

FILED	AND	RECORDED	OC TOBER	11"	1954	at	9:45	A . M.

PURCHASE MONEY THE ATTRIBUTE, Made this 9th day of October
the year Nineteen Hundred and Fifty -four, by and between
JAMES WILLIAM MURPHY AND HELEN FRANCES MURPHY, bis wife,
AlleganyCounty, in the State ofMaryland
County, in the State of Maryland of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, corporation duly incorporated under the Laws of the State of Maryland, with its principal place business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:
Whereas, the said James William Murphy and Helen Frances Murphy
his wife,
tand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just not full sum of Fifteen Thousand and Nine Hundred and no/100
Doflars (\$ 15,900.00), to be paid with interest at the rate of six per cent (6 %) per
anum, to be computed monthly on unpaid balances, in payments of at least
one Hundred Dollars (\$.100.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month there-

And Unbereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

after until the whole principal, together with the interest accured thereon, is paid in full, to secure which said principal, together with the interest accuring thereon, these presents are made.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James William Murphy and Helen Frances Murphy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-

PIRST: All that piece or parcel of ground situated in Election District No. 23, and lying and being on the northwesterly side of the Baltimore Pike, Route No. U. S. 40, and about 1100 feet, as measured northeastward along said Pike, from a concrete monument set up on the corporate limits of the City of Cumberland, Allegany County, Maryland, and particularly described as follows: (Magnetic courses as of January 24, 1949, run with vernier readings and horizontal measurements used throughout.)

as a corner at the end of the third line of the lot conveyed by, and described in, that certain deed of Mary Elizabeth Stegmaier, et al, to Michael L. Stegmaier, et ux; said deed bearing date of March 5, 1949, and recorded in Liber No. 224, folio 315, of the Land Records of Allegany County, Maryland; said beginning stake being also distant 18.5 feet from the northwesterly edge of the pavement of the aforesaid Baltimore Pike and at the top edge of a "Cut" embankment, and running then with the top of said unbankment, South 71 degrees 45 minutes West

77.5 feet to an Iron Pipe stake, South 64 degrees 38 minutes West 122.25 feet to an Iron Pipe stake standing 27 feet distant from the northwesterly edge of the aforesaid pavement; then North 40 degrees 13 minutes West 186.57 feet to an Iron Pipe stake standing on the southeasterly limits of a proposed roadway, 30 feet wide; then with the limits of said roadway North 32 degrees 32 minutes East 199.25 feet to an Iron Pipe stake previously set as a corner stake at the end of the second line of the aforesaid Michael L. Stegmaier deed, and with the third line of said deed (Corrected as to distances as not to overrun call) South 40 degrees 13 minutes East 306.15 feet to the beginning, containing 1.061 acres, more or less.

IT BEING the same property which was conveyed unto the said James W. Murphy and Helen F. Murphy, his wife, by Mary Elizabeth Stegmaier, et al, by deed dated October 4th, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

SECOND: All that lot or parcel of ground situated on Goethe Street, in the City of Cumberland, Allegany County and State of Maryland, known and designated as part of Lot No. 48 in Henderson & Pearre's Addition to Cumberland, a plat of which Addition is Recorded among the Land Records of Allegany County, Maryland, in Liber 38, folio 562, said lot hereby conveyed being more particularly described as follows, to wit:

BEGINNING at the end of the first line of Lot Number Forty-Seven of said Henderson & Pearre's Addition, and running thence with Goethe Street North 26 3/4 degrees East 25 feet; thence South 632 degrees East 78 feet to a private alley; then with said alley, South 37 3/4 degrees West 26 feet to the second line of Lot Number Forty-Seven; then North 632 degrees West 722 feet to the beginning.

IT BEING the same property which was conveyed unto the said James William Murphy and Helen Frances Murphy, his wife, by Josephine S. Moser, widow, by deed dated November 21, 1946, and recorded in Liber 212, folio 381, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

provided, that if the said James William Murphy and Helen Frances Murphy, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Thousand and Nine Hundred Dollars (\$ 15,900.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

Had it is Egreco that until default be made in the premises, the said

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James William Murphy and Helen Frances Murphy, his wife,

James William Murphy and Helen Frances Murphy, his wife,

hereby eovenant to pay when legally demandable.

But in ease of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, eovenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much theref as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James William Murphy and

Helen Frances Murphy, his wife, their

_heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission	
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.	
And the said James William Murphy and Helen Frances Murphy,	
further covenant to	
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand and no/100	
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lieu or claim, hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee, may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Mitness, the hand and scale of the said mortgagors	1
Ethel Mclarty James William Murphy [SEAL] Helen Frances Murphy Kelen Manual Murphy Kelen Manual Murphy	
Helen Frances Murphy	
State of Maryland, Allegany County, to wit:	
I hereby certify. That on this 9th day of October	
in the year Nineteen Hundred and Fifty -four , before me, the subscriber,	
a Notary Public of the State of Maryland, in and for said County, personally appeared	
James William Murphy and Helen Frances Murphy, his wife,	
and they acknowledged the aforegoing mortgage to be their	
act and deed; and at the same time before me also personally appeared	
Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.	1000
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said	
Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-	000
land Maryland and duly authorized to make this affidavit.	
	100
Ethel McCarty Public.	
December 28"/15 of model and	Section 180
Camberland, mil shereby release the things of	,)
morty ago	*
for alness the caused these of would be in	
by to in originature of the cantie this 28 th to	Kp m of
Musted by the agradure of the same with	
(sorgante week)	
(sorpa ate was) (sorpa ate was	
12-3-1-54,	

FILED AND RECORDED OCTOBER 11" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 7th day of October 1954, by and between LLOYD H. BUCHANAN and MESSIE B. BUCHANAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, with interest from date at the rate of five and one-half per cent (5½%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of net less than one Hundred Twenty Two Dollars and Fifty Five Cents (\$122.55) beginning on the 10½ day of November 1954, and a like and equal sum of not less than one Hundred Twenty Two Dollars and Fifty Five Cents (\$122.55) on the said _____ day of each and every menth thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior te the full payment of the aforesaid mertgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00)

Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged preperty, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following described property:

FIRST PARCEL: All those six lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 138, 139, 140, 141, 142, and 143, in Walsh's Addition to South Cumberland, and all those six lets,

pieces or parcels of land situated on Elizabeth Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 152, 153, 154, 155, 156, and 157 in Walsh's Addition to South Cumberland, a plat of which is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said Lots Nos. 138 to 143, both inclusive, each front approximately thirty-four feet on Mary Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley; and which said Lots Nos. 152 to 157, both inclusive, each front approximately thirty-four feet on Elizabeth Street, and each extends back an even width a distance of approximately one hundred twentythree and one-third feet to an alley, and all of which said lots are more particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber No. 89, folio 663, et seq.

SECOND PARCEL: ALL those lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 116, 117, 118, 119, 120 and 121 fronting approximately thirty four feet each on Mary Street, and extending back an even winth a distance of approximately one hundred twentythree and one-third feet each; all those lets, pieces, or parcels of land situated on Monroe Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 104, 105, 106, 107 and 108, fronting approximately thirty-four feet each on Monroe Street, and extending back an even width distance of approximately one hundred twentythree and one-third feet each; all that part of Lot No. 103 situated on Monroe Street, Cumberland, Maryland, not heretofore conveyed to the Western Maryland Railway Company; and all those parts of Lots Nos. 84, 85, 86 and 87, not heretofore sold to the Western Maryland Railway Company and situated north of the Western Maryland Railway Company's switch, all of said lots being in Walsh's Addition to South Cumberland, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said lots are some of the same lots conveyed to William C. Walsh, Trustee, by Clara W. Seaver, et al. by deed dated November 27, 1939, and recorded among the aforesaid Land Records in Liber No. 185, folio 202.

The above described First Parcel was conveyed to the parties of the first part by Theodore R. Fleet, unmarried, by deed dated October 19, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 253; the Second

Trustee in No. 15,424 Equity in the Circuit Court for Allegany County, Maryland, by deed dated May 31, 1951, and recorded in Liber No. 235, folio 461 of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby ceclared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner

following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgages or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both;

STATE OF MARYLAND,

a. a. Helmis

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 7th day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD H. EUCHANAN and BESSIE B. BUCHANAN, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the came time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within

named mortgages, and made oath in due form of law that the

WITNESS my hand and Notarial Seal.

A. A. Helmie Notary Public

My Commission expires May 2, 1955

notgee City

FILED AND RECORDED OCTOBER11" 1954 at 11:00 A.M.

THIS MORTGAGE, Made this <u>S</u> day of October, 1954, by and between JOHN R. MYERS and FANNIE F. MYERS, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

cipal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the nereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

FIRST PARCEL: All that piece or parcel or land located and being on the Northeast side of the Old Oldtown Road about five-tenths (5/10) of a mile in an Easterly direction from its intersection with the Uhl Highway at the Mill Stone Inn, containing twenty-five (25) acres, more or less.

It being the same property conveyed in a deed of even date nerewith by Marvin C. Bowers and Rosalie S. Bowers, his wife, to the said John R. Myers and Fannie F. Myers, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

SECOND PARCEL: ALL that certain lot, piece or parcel of land known and designated as Lot Number 16, as shown on the Plat of Schriver's Addition to Cumberland, said Lot Number 16 being located on Springdale Street, in the City of Cumberland, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows, to-wit:

Street at a point on the western line of said Lot Number 16 distant 67-2/3 feet from the southwest corner of Lot Number 14 and running thence with said Springdale Street and with the western line of said Lot Number 16 South 34-1/2 degrees West 32-1/3 feet to Schiller Alley, and with it South 34-1/10 degrees East 95-3/4 feet to the eastern line of said Lot Number 16, and with it North 34-1/2 degrees East 48 feet, then North 55-1/2 degrees West 94-1/2 feet to the beginning.

It being the same property conveyed to the said John R. Myers and Fannie F. Myers, his wife, by Isaac L. Vanorsdale and Frances A. Vanorsdale, his wife, by deed dated the first day of April, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 239, folio 425.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Six Hundred (\$3,600.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

: d

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and

convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for eash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns; and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Six Hundred (\$3,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

John R. Myers (SEAL)

Fannie F. Myers (SEAL

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this S day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. MYERS and FANNIE F. MYERS, his wife, and each acknowledged the aforegoing

mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgages, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

STAIN STAIN

Elizabeth H. Brasfield

My Commission expires May 2, 1955

Commend and Army 11 livered &

FILED AND RECORDED OCTOBER 13" 1954 at 9:20 A.M.

day of

October

in the year nineteen hundred and

fifty-four

, by and between

John W. Robinette and Elsie Robinette, his wife, of Aiegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Ailegany County, Maryland, of the second part, hereinafter sometimes called mortgagee, Witnesseth:

Whereas, the said

John W. Robinette and Elsie Robinette, his wife,

stand indebted unto the said The Liberty Trust Company in the just and fuil sum of

Sixteen Hundred (\$1600.00) - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,

at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John W. Robinette and Elsie Robinette, his wife,





does hereby bargain and seli, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of mro not known and indicate the descript half of Lot No. and all of Lot No. and the plat of the Hombird Landsand Improvement loments and indicate to lough Comberland, Maryland, said plat being do a little to a land recorded in Liber 71. Folio 11. The Land Recorded to Allegany Conty. Maryland, and more particularly described as college.

PEGINNING for the same at a print South of Jour and East of theet from the 30 theast corner of the intersection of Olive Aven a and Office threat in said sub-division, and non-ing themse with a little to the forthese seast and east to the Northese and of the division line of Lot No. 6 and Tand themse with said division line, to the 70 degrees West 100 feet to a 16-foot alley, then with the Morthestory side of said alley. North 30 degrees West 30 the helining of the content line of Lot No. 5, taid content line to the heginning of the content line of Lot No. 5, taid content line to the head of a North said center line. North 60 degrees East 100 feet to the than of beginning.

It being the same property which was conveyed into the Entil Mortgagors by The Liberty Trust Company by dead dated May . If and recorded in Liber 100, folio 61, one of the Land Records of Allomany County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the sald above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixteen Hundred (\$1600.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payof the mortgage debt, but not to exceed in the aggregatethe sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for raying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January seasion in the year 1905 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorised and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of saie, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of saie or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgages, and a commission of eight per-cent, to the party selling or making said saie, and in case said property is advertised, under the power herein contained, and

no saie thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgager does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Planted (\$1600.00) - - - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their iten or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

John W Robinette (SEAL

march Close J. A. Flata Robinsto

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 1274 day of

in the year nineteen

hundred and fifty-four

before me, the subscriber, a Notary Public of the

October

State of Maryland in and for the county aforesald, personally appeared

John W. Robinette and Elsie Robinette, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

Seasibert Notary Public

mtgle ety

Nov. 15 57

FILED AND RECORDED OCTOBER 13" 1954 at 8:40 A.M.

This Mortgage, Made this 12 th day of October	_
in the year Nineteen Hundred and Fifty-four , by and between	n
ONT REPORTE AMUSELANT CONPONY, INC., a corporation incorporated under the laws of the State of Maryland,	(
of Allegany County, in the State of Maryland	(
party of the first part, and	
THE SECCIED NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a baing corporation duly incorporated under the laws of the United Sta	nk te:
of Allegeny County, in the State of Maryland	_
part yof the second part, WITNESSETH:	
Of the second part in the full and just sum of Five Thousand (\$5,000 Dollars, this day loaned the party of the first part by the party of the second part, and which is to be repaid by the party of the first part to the party of the second part, with interest at 5% per annuing payments of not less than One Hundred (\$100.00) Dollars per more upon the principal, together with interest payable monthly.	of st nth
How Therefore, in consideration of the premises, and of the sum of one dellar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there	ì
of, together with the interest thereon, the said party of the first part	
	•
does give, grant, bargain and sell, convey, release and confirm unto the said	
party of the second part, its successors or	
heirs and assigns, the following property, to-wit:	
ALL those two parcels of land situated on the Westerly si of North Centre Street, in the City of Cumberland, Allegany County, Naryland, being the same property which was conveyed to the party of the first part by Frank M. Wilson, et al., by deed dated the 29th d of October, 1947, and recorded among the Land Records of Allegany C ty, Maryland, in Liber No. 217, folio 670, reference to which deed hereby made for a more particular description by metes and bounds o said property.	f ay
Together with the buildings and improvements thereon, and the rights, roads, way	'E,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	
provided, that if the said party of the first part, its	_
successors betray as to the sa	id
party of the second part, its successors	
excessions xxxxinonisms or assigns, the aforesaid sum of	
Five Thousand and no/100 (\$5,000.00) Dollars	
together with the interest thereon, as and when the same shall become due and payable, and	in
the meantime do and shall perform all the covenants herein on 1ts part to 1	oe .
performed, then this mortgage shall be void.	
The it is Toron that may a suit to the same of the sam	
End it is Egreed that until default be made in the premises, the said	

LIBER 307 PAGE 522

	e, all taxes, assessments and public liens levied on said property, all	
mortgage del	bt and interest thereon, the said party of the first part	•
But in c	nant to pay when legally demandable. ase of default being made in payment of the mortgage debt aforesaid, on, in whole or in part, or in any agreement, covenant or condition of the mortgage debt intended to be hereby secured shall at once become due	is mortgage,
and these pr	esents are hereby declared to be made in trust, and the said	150
part	y of the second part, its successors	
his, her or the time thereaft and to grant or assigns; very days' notice of berland, Mar from such sa taxes levied,	per producted according to the property hereby inortgaged or so much therefore and empower to sell the property hereby inortgaged or so much therefore as may be and convey the same to the purchaser or purchasers thereof, his, her owhich sale shall be made in manner following to-wit: By giving at of the time, place, manner and terms of sale in some newspaper publishyland, which said sale shall be at public auction for cash, and the proceed to apply first to the payment of all expenses incident to such sale, and a commission of eight per cent to the party selling or making said salent of all moneys owing under this mortgage, whether the same shall have	ered, at any e necessary, r their heirs least twenty ned in Cum- eeds arising including all ale; secondly,
matured or r	not; and as to the balance, to pay it over to the said	-
party of	the first part, its successors ketakor	assigns, and
	wed and paid by the mortgagor its representatives, index the said party of the first part	Kor assigns.
insure forthy	vith, and pending the existence of this mortgage, to keep insured by son	
company or o	companies acceptable to the mortgagee or its successors or mprovements on the hereby mortgaged land to the amount of at least	
	Five Thousand and no/100 (\$5,000.00) the policy or policies issued therefor to be so framed or endorsed, as in o	
to inure to th	ne benefit of the mortgagee . its successors xhehx or assigns,	to the extent
of policies forth	its or their lien or claim hereunder, and to place such with in possession of the mortgagee , or the mortgagee may effect sain the premiums thereon with interest as part of the mortgage debt.	ch policy or
IN W	ITNESS WHEREOF, the Enterprise Amusement Company,	Inc.,
has cause	d this mortgage to be signed in its name by its Pr	esident,
and its C	orporate Seal duly affixed and attested by its Sec	cretary.
	ENTERPRISE AMUSEMENT COMPAN	Y, INC.
T T T T T T T T T T T T T T T T T T T		
Carrie	By astology	

State of Maryland.
Allegany County, in-mit:

I hereby certify, That on this 12th. day of October
in the year Nineteen Hundred and Fifty-Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
James F. Hupp, President of Enterprise Amusement Company, Inc.,
andacknowledged the aforegoing mortgage to beits
act and deed; and at the same time before me also personally appeared
John H. Mosner, Cashier of
the within named mortgagee and made oath in due form of law, that the consideration in said.
mortgage is true and bona fide as therein set forth.
WITNESS my hand and Notarial Seal the day and year aforesaid.
Chinesial Public

Unbergae, the said parties of the first part now owe and stand indebted unto the said parties of the second part in the just and full sum of FOUR THOUSAID (\$4,000.00) DOLLARS, borrowed money, and as evidence of said indebtedness have given their promissory note, bearing even date with this mortgago, AND FAYABLE TO THE ORDER OF THE PARTIES OF THE SECOND 1.27 O. C. BETOR SIX YEARS FROM DATE, TITH INTEREST FROM DATE AT THE COLUMN THREE (3%) 12R CENTUM PER ANNUM, PAYAGLE MONTHLY, PAYAGET OF IN THE CASE TO THE FATEAT OF ANY PAYAGET OR PAYAGETS MADE ON ACCOUNT PRINCIPAL DEET FROM THE TIME MY SUCH PAYAGET OR PAYMENTS ARE with the interest thereon, this mortgage is executed.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard A. Frost and Clara M. Frost, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Adam E. Frost and Bertha Frost, his wifo, their-----heirs and assigns, the following property, to-wit:

ALL OF THOSE CERTAIN TWO LOTS OR PARCELS OF GROUND, SITUATED AND LYING ON MARY STREET, IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, KNOWN AND DESIGNATED ON THE PLAT OF THE HUMBIRD LAND AND ILEROVEMENTS COMPANY AS LOTS NUMBERS FOUR HUNDRED AND FORTY-FOUR (NO. 444) AND FOUR HUNDRED AND FORTY-FIVE (NO.445), AND DESCRIBED AS AN ENTIRETY IN A DEED FOR THE SAME FROM JOSEPH W. LEWIS AND DOROTHY E. LEWIS, HIS WIFE, TO THE SAID HOWARD A. FROST AND CLARA N. FROST, HIS WIFE, BEARING DATE THE 10TH DAY OF AUGUST, IN THE YEAR 1954, AND DULY RECORDED ALIONG THE LAND RECORDS OF ALLEGANY COUNTY, AS FOLLOWS, TO WIT:

BEGINNING for the same on the south side of Maryland (Mary) street and at the end of the first line of Lot No. 443, and running thenco with said Street,

- 1. South $53\frac{1}{2}$ degrees West, SIXTY FRET, thence
- 2. South $36\frac{1}{2}$ degrees West, ONE HUNDRED AND FIFTY FEET TO AN ALLEY, and with it
- 3. North 53½ degrees (West (East?) SIXTY FEET to the end of the second line of Lot No. 443, and with it reversed
- 4. North 361 degrees East, ONE HUNDRED AND FIFTY FEET to the beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Howard A. Frost and Clara N. Frost, his wife, their ----- heirs, executors, administrators or assigns, do and shall pay to the said Adam E. Frost and Bertha Frost, his wife, their -----

executor 3, administrator or assigns, the afe	oresaid sum of FOUR THOUSAND (\$4,000.00)
DOLLARS,	
	× .
together with the interest thereon, as and wh	en the same shall become due and payable, and in
the meantime do and shall perform all the	covenants herein ontheir part to be
performed, then this mortgage shall be void.	
And it is Agreed that until defau	ilt be made in the premises, the said Louard A.
Frost and Clara N. Frost, his w	ife,
	and possess the aforesaid property, upon paying in
	lic liens levied on said property, all which taxes,
•	Howard A. Frost and Clara H. Frost,
hereby covenant to pay when legally deman-	
	ment of the mortgage debt aforesaid, or of the in- agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be	hereby secured shall at once become due and payable,
and these presents are hereby declared to be	made in trust, and the said Adam E. Frost and
Bertha Frost, his wife,-their	
heirs, executors, administrators and assigns, o	rUrner G. Carl,
his, her or their duly constituted attorney or a	gent, are hereby authorized and empowered, at any nortgaged or so much therof as may be necessary,
and to grant and convey the same to the pur	chaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in man	ner following to-wit: By giving at least twenty rms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at	public auction for cash, and the proceeds arising
from such sale to apply first to the payment	of all expenses incident to such sale, including all ent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under the	is mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay	it over to the sald Howard A. Frost and
	heirs or assigns, and
	wer but no sale, one-half of the above commission heir representatives, heirs or assigns.
	Company of the
	ost and Clara N. Frost, his wife,
	this mortgage, to keep insured by some insurance
	tgagees ortheir
assigns, the improvements on the hereby mor	
	Dollars,
and to cause the policy or policies issued the	refor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees,	their heirs or assigns, to the extent
of his, her or their l	len or claim hereunder, and to place such policy or
	gees, or the mortgage@may effect said insurance
and collect the premiums thereon with intere	
mortgegore.	matrice the hands and seals of said
Attest	1/ 10 ~ 1
- Min years	Howard A. Frost
9	Chara A. Frost [SEAL]
	Clara N. Frost [SEAL]
	[SEAL]

state or enargiano.

Allegany County, to-wit:

I hereby certify. That on this fluiteeth day of --- OCTOBER .-in the year nineteen Hundred and Fifty - four, -----, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Howard A. Frost and Clara N. Frost, his wife, ---and --each --acknowledged the aforegoing mortgage to be their respective ---act and deed; and at the same time before me also personally appeared Bertha Frost, one of the within named mortgagees,

和歌歌和歌歌歌歌歌歌歌歌歌歌。 and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.

65 my hand and Notarial Seal the day and year aformali.

which said sum the mortgagor s

FILED AND RECORDED OCTOBER 13" 1954 at 11:00 A.M.
This Mortgage, Made this 11th. day of October.
in the year Nineteen Hundred and Fifty four , by and between
Floyd G. Grady and Nellie C. Grady, his wife,
of Allegany County, in the State of Maryland,
part ^{1es} _of the first part, hereinafter called mortgagor S, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:
Wilbecars, the said mortgagee has this day loaned to the said mortgagor s, the sum of
FIFTY-TWO HUNDRED Collars,

from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of

F'OATY

Dollars,

on or before the first day of each and every month, from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor S do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that truct or parcel of ground situated at I rth and in all gray Bounty, in the State of Marylans, and more particularly a scribor as follows, to-wit:

The sucond line of parcel of ground conveyed by John L. Siebert, et ux., to Pargia Harilyn keyser, Trustee for Dorothy Lee Everett, by deed dated September At, 1932, and recorded in Liber No. 168, folio 592, one of the Land mecords of Allegany County, and continuing thome with the third line of said deed (Magnetic Bearings as of March, 1947, and surface measurements) South 73 degrees 50 minutes Last 19. -54/100 feet to the center of a road leading up Irons Mountain, said point also stands 203-2/10 feet on the seventh line of tract of ground conveyed by John L. Siebert, et ux., to George A. Limmerly, by deed dated February 7, 1918, and recorded in Liber No. 109, folio 478, one of the Land Madris of allegany County, and continuing thence up the Irons Mountain whold that leads to the George A. Limmerly form and with the remainder of said seventh, eighth, ninth, tenth, eleventh, twelfth and thirteenth lines of said Limmerly tract of ground, South 8 degrees west 25-3/10 feet, South 12 degrees 30 minutes west 241 feet, South 1 degrees 30 minutes wast 164 feet, Couth 7 degrees 30 minutes must 164 feet, South 16 degrees 30 minutes as 184 feet, South 16 degrees 30 minutes as 264 feet, South 16 degrees as 264 feet, South 16 degrees 17 minutes as 198 feet, South 17 degrees 284 feet, South 18 degrees as 286 feet, South 18 degrees as 286 feet, South 18 degrees as 286 feet, South 18 degrees as 30 minutes as 286 feet to the East boundary of the 100 feet wide dight of may,

thence with said Right of Way in a northerly direction about 700 feet to the stake standing at the intersection of the center of the old "Oldtown Road" with the said Right of Way, thence with the center line of the said original "Oldtown Road", North 18 degrees ast 546-2/10 feet to the beginning, containing 9-2/10 acres, more or less.

This being the same property which was conveyed by Anna A. Slebert, widow, et al., unto the said Floyd G. Grady and wellie Catherine Grady, his wife, by deed dated April 15, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 214,

The above described property is improved by a frame covered with stone dwelling house having a hot air furnace, full basement and concrete block foundation, which building is now in the course of construction. The Mortgagors hereby covenant with the Mortgagee that all of the proceeds of this loan will be used to pay for the costs of completing the said building and that there will be no unpaid labor and material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor S hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

ontheirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor S may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor S hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

Hno the said mortgagor s their heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

FIFTY-TWO HUNDRED in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-, other than the mortgagors , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Mitness, the hand and seal of the said mortgagors .

LIBER 307 PAGE 529

Attest: Rosacie a. Crabbie Had & Grady (SEAL) State of Maryland, Allegany County, to-wit: I hereby certify, That on this _______ day of ______ cetster, in the year nineteen hundred and fifty-four subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Floyd G. Grady and Wellie C. Grady, his wife, acknowledged the aforegoing mortgage to be their the said mortgagor s herein and they act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in dua form of law that he had the proper authority to make this affidavit as agent for the said mortgages. WITNESS my hand and Notarial Seal the day and year aforesaid. Rosalie a. FILED AND RECORDED OCTOBER 13" 1954 at 12:50 P.M. This Mortgage, Made this // TH day of OCTOBER in the year Nineteen Hundred and fifty -four by and between The Second Baptist Church of Cumberland, Maryland, a Maryland Corporation, of Allegany County, in the State of Maryland, part y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee. WITNESSETH:

TUIDcreas, the said mortgages has this day loaned to the said mortgagors, the sum of Three Thousand & 00/100 - - - - - (\$3,000.00) - - - - - - Dollars. which said sum the mortgagors agree to repay in instailments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Th1rty & 00/100 - - - (\$30.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one doilar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do eg give, grant bargain and sell, convey-release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot on the east side of Arch Street, in Cumberland, Allery my County, Maryland, known as Lot No. 205 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, which said addition is recorded in Liber 1, folio 35 one of the list Paconds of Allegany County, Maryland, and described as follows, to-wit:

Beginning on the east side of Arch Street at a point where the south side of Perry Alley, if extended eastward, would intersect the east side, and running then parallel to First Street South 71 degrees and 26 minutes East 100 feet to the westerly side of Hattie Alley; then with said alley North 18 degrees and 34 minutes east to the southerly side of Oldtown Poad; then with Oldtown Road to Arch Street; and then with the east side of Arch Street South 18 degrees 34 minutes West to the beginning.

1

Being the same property which was conveyed unto the party of the first part by deed of Blue Willison and Francis N. Willison, her bushand, dated the 24th day of November, 1920 and recorded in Liber No. 135, folio 118 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagers hereby warrants generally to, and covenants with, the said mort-

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that __t__will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager , its successors administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (\$3,000,00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do es hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the inortgagor to keep the buildings on said property, or any part thereof, and upon the failure of the immediate repayment of the debt hereby secured and the failure of the mortgagor may demand the immediate repayment of the debt hereby secured and the failure of the mortgagor. to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or s

Hittess, the hand and seal of said mortgagors

Attest:

The Lear & England By Carl Thorself press

[SEAL]

State of Maryland, Allegany County, to-wit:

the year nineteen Hundred	d and Fifty-four	before me, the subscriber.
	of Maryland, in and for said	County, personally appeared
Cumberland, Maryla	, Presider	t of The Second Baptist Churc
nd deed; and at the same tin gent for the within named m n said mortgage is true and l	ne before me also personally ap nortgagee and made oath in du bona fide as therein set forth,	aforegoing mortgage to methur act speared George W. Legge, Attorney and e form of law, that the consideration and did further make oath in due form vit as agent for the said mortgagee.
1119.		
WITNESS my hand and	Notarial Seal the day and ye	ar aforesaid. Notary Public.
		230000
A Lagre act, 31	5	
h Ligge arty 3.1	<u> </u>	
sh Logip arey 3.5 rok 15 154	÷	
di Lugge arty 3 d Tok 12 124		
	CORDED OCTOBER 13" 1	954 at 120P.M.
		954 at 120P.M.
FILED AND RE	CORDED OCTOBER 13" 1	
FILED AND RE		
This Mortgag	R, Made this // the day	OCTOBER in the
This Mortgay	TP, Made this // the day ond fifty-four by and	OCTOBER in the
This Mortgar	R, Made this // the day	OCTOBER in the
PILED AND RE	TP, Made this // day on fifty -four by and on Fearer and Ottille	betweenin the between
PILED AND RE	TP, Made this // day on fifty-four by and on Fearer and Ottille egany County, in the State of	between
PILED AND RE	Made this // day ond fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and	between in the between his wife, Maryland, parties of the first part, hered Loan Association of Cumberland, a body
PILED AND RE	Made this // day on fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and other the laws of the United State	between
PILED AND RE	Made this // day ond fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and	between
PILED AND RE	Made this // day on fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and other the laws of the United State	between
PILED AND RESTREE TO THE PROPERTY OF A STATE	Made this // day on fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and the laws of the United State part, hereinafter called mortg	between in the between his wife, Maryland, parties of the first part, hered Loan Association of Cumberland, a body stee of America, of Allegany County, Marylagee.
PILED AND RESERVED TO THE ARTHURY year Nineteen Hundred as Willard Rain of Alle inafter called mortgagors, corporate, incorporated un land, party of the second WITNESSETH:	Made this // day on fifty four by and on Fearer and Ottille egany County, in the State of and First Federal Savings and the laws of the United State part, hereinafter called mortgated and mortgagee has this day in the state of the laws of the United State of the United State part, hereinafter called mortgagee has this day in the state of the United State part, hereinafter called mortgagee has this day in the state of the United State part, hereinafter called mortgagee has this day in the state of the state	between

the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of F1fty-one & 60/100 - - (\$51.60)----- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Prow Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do give, grant bargain and sell, convey, ing described property, to-wit:

FIRST: Alt those two several lots or parcets of land city ted on the couth side of Lynn Street in the City of Curterland, Allegany County and State of Maryland, and particularly concribed as follows, to-wit:

First Parcel:

Barinting for the case at a point on the south ride of lynn Stret

As at and, letent Forth 92 degrees and 35 limites West 275 foot from

Intersection of the counterly size of Line Street, as independ with

the counterly side of the open Street and recoing them with the end only

it and Lyn Street Month 92 degrees and 35 minutes West 30 feet, then

at right angles to Lynn Street, South 7 degrees and 25 minutes West

100 feet to Zinlman Alley, then with said alley, South 82 degrees and

35 minutes East 36 feet, then North 7 degrees and 25 minutes west

fact to the Equinning.

Second Parcel:

Beginning for the same at a point on the southerly side of Lynn

Beginning for the same at a point on the southerly side of lyne street is whereast, distant forth by degrees and 35 sinutes West 200 feet from the intersection of the southerly side of Lynn Street with the westerly side of Henderson Street and running then with the southerly side of Henderson Street and running then with the southerly side of Lynn Street, Forth 82 degrees and 35 sinutes West 30 feet, then street to a 10 foot alley, then with said alley South 82 degrees and 35 minutes lest 100 feet to minutes lest 30 feet, then North 7 degrees and 25 minutes het 100 feet to the place of beginning.

SECOND: All those lots or parcels of ground situate in Cumberland, Allegany County, Maryland, and known as Lots 91 and 92 in Siverside Accition, a plat of which addition is recorded in Deed Liber 132, folio 717, among the Land Records of Allegany County, Maryland, and tore particularly described as one parcel as follows, to-wit:

17.44

Beginning for the same on the southerly side of Lynn Street at a point distant North 77 degrees 26 minutes West 300 feet from the intersection of the southerly side of Lynn Street with the westerly side of Pobbins Terrace (formerly known as Henderson Street) and running then with said side of said Lynn Street North 77 degrees 26 minutes West 60 feet; then South 12 degrees 39 minutes West 100 feet to the northerly

grees 26 minutes East 60 feet; then North 12 degrees 39 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bryan E. Shepp and Dorothy L. Shepp, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and

improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the 17part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Logge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale In some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Savan Thousand Five Hundred & 00/100 - - (\$7500.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

End the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from sald premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagers, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand, the immediate repair of said buildings or an increase in the amount of security, or the limediate repayment of the debt hereby secured and the fallure of the mortgagers to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation of the mortgager's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said mortgage debt intended hereby to be secured shall become due and demandable after thirty days or after default in the performance of any of

Thitress, the hand and seal of said mortgagors

LIBER 307 PAGE 535

	Helliam Harman	Willerd Kaph Fierer [SEAL] Willerd Relph Febrer Ottiles Fearer [SEAL]	
r)	State of Maryland,	Ottillee Fearer	
	Allegany County, to-wit:		
	versitatif onutiff' in-mit:	*	
	I hereby certify, That on	this 11th day of OCTOBER	
	in the year nineteen Hundred and Fifty a Notary Public of the State of Maryland,	four, before me, the subscriber, in and for said County, personally appeared	
1	green straig .	and Ottillee Fearer, his wife,	
	and deed; and at the same time before me a agent for the within named mortgagee and in said mortgage is true and bona fide as the	cknowledged the aforegoing mortgage to be their act also personally appeared George W. Legge, Attorney and made oath in due form of law, that the consideration herein set forth, and did further make oath in due form make this affidavit as agent for the said mortgagee.	
3	- F	William Harman	
11	Brille	Notary Public	-2
	REIGH SEPAND	T—Witigate of the second secon	
. 3	FILED AND RECORDED OCTOBER	13" 1954 at 1:20 P.M.	
	FILED AND RECORDED OCTOBER		
	FILED AND RECORDED OCTOBER	11th day of UCTABER	
	FILED AND RECORDED OCTOBER second This Antique, Made this in the year Nineteen Hundred and Fifty Nillard Ralph Fearer an		
	FILED AND RECORDED OCTOBER second This Antique, Made this in the year Nineteen Hundred and Fifty Nillard Ralph Fearer an		
	FILED AND RECORDED OCTOBER second This Marinage, Made this in the year Nineteen Hundred and Fifty Willard Ralph Fearer an of Allegany part 165 of the first part, and Bryan E. Shepp, and Doro	day of UCTABER -four , by and between and Ottillee Feerer, his wife, County, in the State of Maryland thy L. Shepp, his wate,	
	FILED AND RECORDED OCTOBER second This Marinage, Made this in the year Nineteen Hundred and Fifty— Willard Ralph Fearer and Allegany part 168 of the first part, and Bryan E. Shepp and Doro of Allegany	day of UCTABER -four, by and between d Ottillee Feerer, his wife,	
	FILED AND RECORDED OCTOBER second This Marinage, Made this in the year Nineteen Hundred and Fifty— Willard Ralph Fearer and Allegany part ics of the first part, and Bryan E. Shepp and Doro of Allegany part ics of the second part, WITNESS Unbercas, the said partie fide indebted unto the said part just sum of \$2,000.00 and to se	day of UCTABER -four, by and between d Ottillee Feerer, his wife,	
	FILED AND RECORDED OCTOBER second This Airinant, Made this in the year Nineteen Hundred and Fifty— Willard Ralph Fearer an of Allegany— part 168 of the first part, and— Bryan E. Shepp and Doro of Allegany— part 168 of the second part, WITNESS Unbercas, the said partie fide indebted unto the said part just sum of \$2,000.00 and to se interest thereon, when and as t mortgage is given. Said mortgagors agree t rate of 4% per annum, payable s from the date of this mortgage, 6% per annum together with paym	day of	

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said

Willard Ralph Fearer and Ottillee Fearer, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said

Bryan L. Shepp and Dorothy L. Shepp, his wife, their

heirs and assigns, the following property, to-wit:

FIRST: All those two several lots or parcels of land situated on the south side of Lynn Street in the City of Cumberland, Allegany County and State of Maryland, and particularly described as follows, to-wit:

First Parcel:

Reginning for the same at a point on the south side of Lynn Street as widened, distant North 82 degrees and 35 minutes West 275 feet from the intersection of the southerly side of Lynn Street as widened with the westerly side of Henderson Street and running then with the southerly side of Lynn Street North 82 degrees and 35 minutes West 30 feet, then at right angles to Lynn Street, South 7 degrees and 25 minutes West 100 feet to Zihlman Alley, then with said alley, South 82 degrees and 35 minutes East 30 feet, then Morth 7 degrees and 25 minutes Last 100 feet to the beginning.

Second Parcel:
Beginning for the same at a point on the southerly side of
Lynn Street as widened, distant North 82 degrees and 35 minutes West
240 feet from the intersection of the southerly side of Lynn Street with
the westerly side of Henderson Street and running then with the southerl
side of Lynn Street, North 82 degrees and 35 minutes West 30 feet, then
at right engles to Lynn Street South 7 degrees and 25 minutes West 100
feet to a 10 foot alley, then with said elley South 82 degrees and 35
minutes Fast 30 feet, then North 7 degrees and 25 minutes East 100 feet
to the place of beginning.

SECOND: All those lots or parcels of ground situate in Cumberland, Allegany County, Maryland, and known as Lots 91 and 92 in Riverside Addition, a plat of which addition is recorded in Deeds Liber 132, folio 717, among the Land Pecords of Allegany County, Maryland, and more particularly described as one parcel as follows, to-wit:

Beginning for the same on the southerly side of Lynn Street at a point distant North 77 degrees 26 minutes West 300 feet from the intersection of the southerly side of Lynn Street with the westerly side of Robbins Terrace (formerly known as Henderson Street) and running them with said side of said Lynn Street North 77 degrees 26 minutes West 60 feet; then South 12 degrees 39 minutes West 100 feet to the northerly side of a 10 foot siley; then with said side of said slley South 77 degrees 26 minutes East 60 feet; then North 12 degrees 39 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bryan E. Shepp and Dorothy L. Shepp, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Drovided, that if the said Willard Ralph Fearer & Ottillae Fearer,

his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

Bryan E. Shapp and Dorothy L. Shapp, their

executors, administrators or assigns, the aforesaid sum of

Two Thousand & 00/100 - - (\$2,000.00) - - - - - - Dollars together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Hgreed that until default be made in the premises, the said.

Willard Reigh Fearer and Ottilles Fearer, his wife,

may hold and possess the aforesaid property, upon paying in

the mean	norme, an taxes, assessments and public liens levied on said property, all which taxes,
mortgage	e debt and interest thereon, the said Willard Balph Fearer and Citillee
	Fearer, his wife.
hereby c	ovenant to pay when legally demandable.
	in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest the	ereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, entire mortgage debt intended to be hereby secured shall at once become due and payable,
and these	e presents are hereby declared to be made in trust, and the said
Bryer	E. Shepp and Dorothy L. Shepp, his wife, their
his, her of time ther and to grow assign days' not berland, if from such taxes levi	recutors, administrators and assigns, or <u>George W. Lagge</u> , or their duly constituted attorney or agent, are hereby authorized and empowered, at any reafter, to sell the property hereby mortgaged or so much therof as may be necessary, rant and convey the same to the purchaser or purchasers thereof, his, her or their heirs is; which sale shall be made in manner following to-wit: By giving at least twenty lice of the time, place, manner and terms of sale in some newspaper published in Cum-Maryland, which said sale shall be at public auction for cash, and the proceeds arising he sale to apply first to the payment of all expenses incident to such sale, including all lied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the pa	yment of all moneys owing under this mortgage, whether the same shall have been then
	or not; and as to the balance, to pay it over to the said Willard Relph Fearer
	tilles Fearer, his wife, their heirs or assigns, and
	f advertisement under the above power but no sale, one-half of the above commission allowed and paid by the mortgagor stheir representatives, heirs or assigns.
B	no the said Willard Halph Fearer and Ottillee Fearer,
	his wife, further covenant to
	thwith, and pending the existence of this mortgage, to keep insured by some insurance
	or companies acceptable to the mortgageesor their
	he improvements on the hereby mortgaged land to the amount of at least
	housand & 00/100 (\$2,000.00) Dollars,
	use the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to	o the benefit of the mortgagees, their heirs or assigns, to the extent
of	their lien or claim hereunder, and to place such policy or
	rthwith in possession of the mortgagee 8, or the mortgagee may effect said insurance
and collect	t the premiums thereon with interest as part of the mortgage debt
311	itness, the hand and seal of said mortgagor s.
Attest:	
14000001	Skillard Ralph Fearer (SEAL)
01	Williams Polini Noonen [SEAD]
Killi	anthannal Ottillee Feerer [SEAL]
State	of Maryland,
Allega	any County, to-wit:
3	hereby certify, That on this 11 th day of October
	ar nineteen Hundred and Fifty - four, before me, the subscriber.
	Public of the State of Maryland, in and for said County, personally appeared
A NODE	Willard Raiph Fearer and Ottillee Fearer, his wife,
and th	ney acknowledged the aforegoing mortgage to be their
	eed; and at the same time before me also personally appeared
7.79-115	Bryan E. Shepp and Dorothy L. Shepp, his wife,
the withir	named mortgagees, and made oath in due form of law, that the consideration in said
	is true and bona fide as therein set for forth.
or chale	as and some ride as dierein set for lorth.

OMARWITHESS my hand and Notarial Seal the day and year aforesaid.

William Harman Notary Public.

To netger lety to 5 10 5 4

FILED AND RECORDED OCTOBER 13" 1954 at 1:10 P.M.





WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Nine Hundred (\$1,900.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty One Dollars and Nine Cents (\$21.09) on account of interest and principal, payments to begin on the 8th day of November , 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

All that lot or parcel or land in or near Gresaptown, Allegany County, Maryland, known as Lot No. 229 in Gresap Park Addition, a plat of said Addition being filed among the Land Records of Allegany County in Plat Box No. 90, and which said lot is more particularly described as follows, to-wit:

LUT NO. 229. BEGINNING at a point on the Southerly side of Valley View Drive at the end of the first line of Lot No. 228; and running with Valley View Drive, North 59 degrees East 45 feet to the end of the fourth line of Lot No. 230; and with said fourth line reversed, 227.5 feet; thence South 57 degrees .05 minutes West 45.08 feet to the end of the second line of Lot No. 228; and with it reversed, 230.2 feet to the point of beginning.

It being the same property conveyed to the parties of the first part by A. Marteene Manges, Trustee, by deed dated the 23rd day of July, 1948, and recorded among the Land Records of Allegany County, haryland, in Liber No. 221, folio 595.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Nine Hundred (\$1,900.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS ACREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all int-

erest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mertgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Nine Hundred (\$1,900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mertgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums

thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITHESS as to both:

Leslie E. Higgs, Jr. (SEAL)

I J. HElmil

Ellen I Hage (SEAL)

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LESLIE E. HIGGS, JR. and EILEEN L. HIGGS, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said

gage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

Notary Public
Commission expires Nav 2, 1955

FILED AND RECORDED OCTOBER 13" 1954 at 1:20 P.M.

purchase money

This Morigage, Made this 12 Th day of October in the year Nineteen Hundred and fifty -four by and between George H. Lewis and Gladys P. Lewis, his wife.

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgages.

WITNESSETH:

Five Thousand & 00/100 - - - - - (\$5,000.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 52 per cent. per annum, in the manner following:

By the payment of Forty & 85/100 - - - - - (\$50.85) - - - - Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other, charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

all that lot, piece or parcel of ground lying and being on the northerly side of Baltimore Pike in Election District No.
21 about 2 miles easterly of Cumberland, Allegany County, Maryland, which said percel is more particularly described as follows, to-wit:

Repinning for the same at the end of the first line of the lot conveyed by Howard Perrin et ux, to Edwin W. Lewis et ux, by deed dated October 7, 1952, recorded in Liber No. 265, folio 30 Allegany County Land Records, and running then with said Baitimore Pike North 66 degrees West 65 feet to a stake, then North 26 degrees East 300 feet to a stake, then South 66 degrees East 65 feet to a stake and then South 26 degrees West 300 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Howard Perrin and Nettie Perrin, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same

shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor g may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Anothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least <u>Five Thousand & 00/100 - - - (\$5,000,00) - - - - - Dollars</u> and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law dencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgage may without notice institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinater provided; (3) and the hoder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgage's written consent, then the whole of said mor

Hitness, the hand and seal of said mortgagors.

Attest:

| Second Second | Seal | George | Seal | George | Seal | Seal | Gladys | Seal
State of Maryland, Allegany County, to-wit:

in the year nineteen Hundred and Fifty—four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George H. Lewis and Gladys P. Lewis, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



hand and Notarial Seal the day and year aforesaid.

Notary Public.

Compared and similar Divered & To Lee A Leg the Ly

FILED AND RECORDED OCTOBER 13" 1954 at 12:50 P.M.

711: " (11 - 11 - 11 - 12 - 12 - 12 - 12 - 12	To and
This Mortgage, Made this 12TH day of OCTOBER in the	於在路路
vear Nineteen Hundred and fifty-four by and between	The state of
S. Russ Minter and Florence B. Minter, his wife,	5530 5530
of Allegany County, in the State of Maryland, part 1820f the first part, here-	et en
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body	
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-	ACT OF 1047
land, party of the second part, hereinafter called mortgages.	\$5.50 (\$5.50)
WITNESSETH:	Contraction 1
Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of	
Fifteen Thousand & 00/100 (\$15,000.00) Dollars,	RECORPOSTION TAX
which said sum the mortgagors agree to repay in installments with interest thereon from	Some Som
the date hereof, at the rate of 52 per cent. per annum, in the manner following:	acana and
By the payment of One Hundred Twenty-two & 57/100 - (\$122.57) Dollars on or before the first day of each and every month from the date hereof, until the whole of said	

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgagers do release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

(1) All that tract or excel of land, formarily known as the "Brock Farm" lying in or near the Town of Mount Sava, a, in All any County, in the State of Maryland, which was conveyed onto the said Stanley E. Weimer and Helen A. Weimer, his wife, by John I. Schellners and Jane V. Schellners, his vife, by a deed steed the lith of totober, 1972, and recorded in Liber No. 197, folio 137, one of the land records of Allegany County, and being also the same tract or excel of land which was conveyed unto the said John F. Schellhers and Jane V. Schellhers, his wife, by Bartie May Spitznes and Clarence A. Spitznes, har highard, by a deed reted the lat day of March, 1920, and recorded in Liber No. 139, folio 223, one of the Land Records of Allegany County, Maryland.

Excepting, however, from the promerty above described and referred to, all those parts or parcels thereof which the said John F. Schellhaus and Jane V. Schellhaus, his wife, conveyed onto Theodore Plank, by dred dated August 10, 1938, and recorded in Liber 181, folio 510, of said land Fecorus, reference to which said deed is hereby made for a full and complete description of said parcels of land therein conveyed

(2) All that tract or marcal of land situated in or near the Town of Yourt Savera, in Allegany County, in the State of Maryland, which is more particularly described as follows, to-wit:

Regirning for the same at a point on the division between the property of the Western Maryland Railwey Company and the property now or formarly owned by Harry G. Poss, said point being South 29 degrees 47 minutes Eact a distance of 160.5 feet from original survey station 500 + Cl.0 (Valuation Station 9185 + 08.1) on the center line between present tracks of the said Western Maryland Railway; then running through and across the property of the Western Maryland Railway Company with the following courses and distances; Forth 55 degrees 55 minutes East parallel with and distant 160 feet from the center line 78%.7 feet; then northeasterly by a curve to the right with a radius of 659.02 feet

(to which curve the last mentioned line is tangent at the end thereof) 285." feet to a point in the Westernmost boundary line of land made a reservation in a deed dated April 2", 1911, to the Western Maryland Tallway Company from Henry T. Bruck, at al; then along the boundary line of said reservation with the following courses and distances; South 2 degrees 5" minutes that 83.4 feet to a post corner; North 87 degrees 06 minutes that 150 feet to a post corner; North 2 degrees 5" minutes West 89." feet; then leaving said boundary line and running perallel with and distant 160 feet from said center line with the following courses and distances; southeasterly by a curve to the right with a factor of 55.02 feet a distance of 725.2 feet, South 23 degrees 19 minutes that 289.9 feet; southeasterly by a curve to the left with a radius of 979.02 feet (to which curve the last mentioned line is tangent the property of the said Western Maryland Failway Company and the property of Henry Mullaney, which point bears South 5 degrees 02 minutes West 9154 + 58.1), on the said center line; then along the said division line South 5 degrees 02 minutes West 134.5 feet to the southeasternmost corner of a percel of land conveyed by said deed dated April 24, 1911, to Western Maryland Railway Company from Henry T. Bruck, et al; then along the southerly boundaries of said percel of land with the following North 18 degrees 00 minutes East 82.0 feet; North 54 degrees 54 minutes West 181 feet; North 52 degrees 19 minutes West 192 feet; South 32 degrees 45 minutes West 301 feet; North 81 degrees 33 minutes West 649.1 feet to the division line between the property of the Western Maryland Railway Company and the property now or formerly owned by Herry G. Poss; and then along said division line North 29 degrees 47 minutes West more or less.

Including an essement of a right-of-way in and to the grade crossing over the Western Maryland Railway Company connecting the two

Within conveyed parcels, which assement is described in a deed to John P. Schellhaus from the Western Maryland Railway Company dated August 11, 1922, which is recorded in Liber 161, folio 227 one of the Land Pecords of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Stenley E. Weimer et ux, dated May 16, 1956, which is recorded in Liber 25%, folio 56% Allegany County Land Pacords.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant—to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the irrest to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagor a may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor a hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

h

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 = -(\$15,000,00) = --- Dollars and to eause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hind the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assigns all repts, issues and profits accruing or falling due from said profits.

the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before. March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and maychle and to pay and discharre within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasts, impairment or deterioration of said property, or any part thereof, and upon the failure of the nortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate renavount of the debt hereby secured and the failure of the contragger—to comply with said demand of the mortgagee for a period of thirty days shall constitute a broach of this mortgage, and at the option of the mortgage, immediately nature the entire principal and interest hereby secured, and the mortgage may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this voortgage in any action to foreclose it, shall be entitled (without regard to the adequace of any security for the debt) to the appointment of a receiver to collect the rents and profits of said price has and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, written consent, or should the same be encumbered by the mortgagors, their helps and personal representatives and assigns, without the mortgaged, written consent, then the whole of said mortgage debt intende

Witness, the hand and seal of said mortgagors .

Attest:

State of Alleman

_[SEAL]

[SEAL]

LISEALI

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 12TH day of OCTOBER in the year nineteen Hundred and Fifty - four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

S. Russ Minter and Florence B. Minter, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

SS my hand and Notarial Seal the day and far aforesaid.

Notary Public.

T B.M. Lagge Itty & ty

WITNESSETH:

purchase money

This Aurigant, Made this ITN day of OCTOBER in the year Nineteen Hundred and fifty-four by and between

Joseph F. Reissis and E. Marie Reissis, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

Seven Thousand & 00/100 - - - - (\$7000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $5\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Seventy & 00/100 - - - (\$70.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

· All that lot or percel of ground situated on the easterly side of LaVale Boulevard, in LaVale Boulevard Section, near the National Turnpike, westerly of the City of Cumberland, in Allegany County, Maryland, known and designated as Lot No. 76, on the plat of said addition as recorded in Liber No. 137, folio 499, of the Land Pecords of Allegany County, Maryland, said lot being particularly described as follows, to-wit:

Beginning for the same at the intersection of the northerly side of Suburban Drive with the sesterly side of LeVale Boulevard and also at a point distant North 48 degrees and 20 minutes West 50 feet from the end of the first line of Lot No. 75, of said addition, and running then with the easterly side of LaVale Boulevard, North 48 degrees and 20 minutes West 50 feet, then at right angles to said Boulevard, North 41 degrees and 40 minutes East 150 feet to the westerly side of Garage Lane *D*, then with the westerly side thereof, South 48 degrees and 20 minutes Fast 50 feet to the northerly side of said Suburban Drive, and then with the northerly side thereof, South 41 degrees and 40 minutes West 150 feet to the place of beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Myrtle E. Reed, widow, of even date, which

is intended to be recorded among the Land Records of Aliesany County,

Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgages that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers. Their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein outheir part to be performed, then this mortgage shall be void.

And it is Barced that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Bnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 = - - - (\$7000.00) = - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby eovenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured. and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagors written consent, then the wh

Thitness, the hand and seal of said mortgagors.

Γ	u	Cat	

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11TH day of OCTOBER

[SEAL]

Notary Public.

Ē

in the year nineteen Hundred and Fifty-four, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph F. Reissig and E. Marie Reissig, his wife,

the said mortgagers herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

ntges Esty Nav 15 10 24

FILED AND RECORDED OCTOBER 14" 1954 at 11:55 A.M.

11:35 A.M.
his Morigage, Made this 12TH day of OCTOBER in the
ar Nineteen Hundred and fifty -four by and between
Ronald Y. Lohr and Marian B. Lohr, his wife,
of Allegany County, in the State of Maryland, part 105 of the first part, her
after called mortgagors, and First Federal Savings and Loan Association of Cumberland, a bod
porate, incorporated under the laws of the United States of America, of Allegany County, Mari
id, party of the second part, hereinafter called mortgagee.

Nine Thousand Five Hundred & 30/100 - - - (\$9.500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5s per cent. per annum, in the manner following:

WITNESSETH:

1

By the payment of Seventy-seven & 63/100 - (\$77.63) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Row Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Williams Road in Flintstone District, Allegany County, Maryland, comprising a part of a tract of land called "Scoopid" which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point 8½ feet northerly of a forked red oak standing on the easterly side of the Williams Road and running then South 58½ degrees East 119 percess to a locust stake at the beginning of the percel of ground conveyed by Palmer W. Bottenfield et ux, to Thomas Dolan et ux, dated November 8, 1912, which is recorded in Liber No. 111, folio 170 one of the Land Records of Aliegany County, Maryland, and then reversing the 7th line of said Dolan deed South 38 degrees West 80 perches to a locust stake at the end of the 6th line of said Dolan tract of land, then North 6b degrees West 103 perches to the easterly side of the Williams Road, and then with said road North 10 degrees East 16 perches North 25 degrees East 20 perches North 31 degrees East 29 perches to the beginning of a deed from Thomas Twigg to Oliver Twigg and then continuing with said Williams

Road by a stright line to the place of beginning.

Being the same property which was conveyed unto the parties

of the first part by deed of Palmer W. Bottenfield, widower, dated the 18th day of May, 195h, and recorded in Liber No. 258, folio 567, among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontaging to be performed, then this mortgage shall be void.

۱

h

Bnd it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly; to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the sale mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Five Hundred & 00/100 - - (\$9,000,00) Dollars and to cause the policy or policies issued therefor to be so framed or endoraed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

BIND the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of al representatives, do mortgaged and their heirs, and person-hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagor's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, withou

Hittess, the hand and seal of said mortgagors

Attest:	(1)	020116
6 14	Tonald	John ISEAL
Henry 2010	Marian &	Lohn ISEAL
Same of the same o	Marian B. Lon	r

State of Maryland, Allegany County, to-wit:

I hereby rertify. That on this 12TH day of OCTOBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ronald Y. Lohr and Marian B. Lohr, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Public

Being the same property which was conveyed unto the parties

of the first part by deed of Palmer W. Bottenfield, widower, dated the 18th day of May, 1954, and recorded in Liber No. 258, folio 567,

among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgager s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein ontaging to be performed, then this mortgage shall be void.

0.000

Hnd it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Hnothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Five Hundred & 00/100 - - - (\$9,000,00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Hnd the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all law-fully imposed taxes for the preceding calendar year; to deliver to the mortgagee recipts evidencing the payment of all liens for public improvements within ninety days after the same shall denoting the payment of all liens for public improvements within ninety days after the same shall evies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no other way from the indebtedness secured and the repay part thereof, and upon the failure of the mortgage may immediate repayment of the debt hereby secured and the failure of the mortgager may with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgage, immediately mature the entire principal and interest mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of this mortgage in any action to foreclose it, shall be entitled (without regard to the holder premises and account therefor as the Court may direct; (4) that should the title to the herein mortgage property be acquired by any person, persons, partnership or corporation , other than the mortgagee's written consent, or should the same be enc

Mitness, the hand and seal of said mortgagors

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 12 TH day of OCTOBER

in the year nineteen Hundred and Fifty-four , before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ronald Y. Lohr and Marian B. Lohr, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

my hand and Notarial Seal the day and mar aforesaid.

A 70 MARCH 10

Notary Public

FILED AND RECORDED OCTOBER 14" 1954 at 9:25 A.M.

This Mortgage, Made this

1226

day of

Fauline W. Brooks and Frank H. Brooks, her husband of Westchester County, in the State of New York,

of Alegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the piural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eight Hundred Twenty-Five (\$805.00) - - - - - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberiand, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 20, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Pauline W. Brooks and Frank H. Brooks, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, lts successors and assigns, the following property to-wit:

All that property situated on the Westerly side of Wallace Street, in the City of Cumberland, Maryland, it being the same property which was devised unto Pauline Wood Brooks under the Last Will and Testament of Clara Jackson, which Will was admitted to probate on March 22, 1928, and recorded in the Office of the Register of Wills for Allegany County, Maryland, in Liber S, page 72, and it being the same property which was conveyed unto the said Clara Jackson by the following two deeds: Deed from Rebecca Henderson, et al, dated November 19, 1888, and recorded in Liber No. 65, folio 649, one of the Land Records of Allegany County, and Deed from Weyand Doerner and wife dated March 12, 1890, and recorded in Liber No. 83, folio 645, one of the said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shail pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eight Hundred Twenty-Five - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the cum-



of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvments to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes , its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eight Hundred Thirty (\$830.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

mater R D

Pauline W. Brooks (SEAL)

Pauline W. Brooks

Frank H. Brooks

Carlington cast han bride track

(SEAL

LIBER 307 PAGE 556

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 122 day of Se

in the year nineteen

hundred and

fifty-four

before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, pressourily compared

did further, in like manner, make oath that he is the President, and agent or attorney for said

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year shows written.

TAPE OF NEW YORK, COUNTY OF WESTCHESTER TO WIT: North Funds

HEREBY CERTIFY, That on this 4 day of September, 1954, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Pauline W. Brooks and Frank H. Brooks, her husband, and each acknowledged the aforegoing Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above Aritten

MUOTT M. PRYOR

Notary Prob. 5 - of New York

No. 0.0412200

Qualified in Westificates County

Com and Ma travel
The Sandidge arms apt

FILED AND RECORDED OCTOBER 13" 1954 at 1:20 P.M.

This Contract of Sale of Mortgages, hereinafter called "this Contract", made in duplicate, entered into this seventh day of October A. D. 1954, by and between Cora M. Guard and Ursule Guard, both of the City of Baltimore, in the State of Maryland, parties of the first part; and The Cumberland Real Estate Corporation, a corporation duly incorporated under the laws of the State of Maryland, party of the second part; witnesseth:

Whereas, the said Cora M. Guard and the said Ursule Guard are the owners, as joint tenants, with full rights of survivorship, of two certain Mortgages, hereinafter described; and

Whereas, the said Cora M. Guard and the said Ursule Guard desire to sell said Mortgages, under the terms and conditions hereinafter set forth; and

Whereas, the said The Cumberland Real Estate Corporation has agreed to purchase said Mortgages, under the terms and conditions hereinafter set forth;

Now, therefore,

In consideration of the premises and in consideration of the mutual promises of the said parties to this contract to abide by and perform all and singular the terms, conditions, covenants and agreements hereinafter set forth; it is hereby mutually promised, covenanted and agreed:

That the said parties of the first part do hereby sell unto the said party of the second part, and that the said party of the second part does hereby buy from the said parties of the first part two certain Mertgages; to-wit:

A certain Nortgags made and dated November 9, A. D. 1920, by and between The Maryland Land Company, a corporation duly incorporated and Amelia L. Thomas, under the laws of the State of Maryland, and recorded among the Nortgage Recorde of Allegany County, State of Maryland, in Liber Number 77, folio 749, and through meene assignments of record, now owned by the said parties of the first part.

A certain Mortgage made and dated November 9, A. D. 1925. by and between The Maryland Land Company, a corporation duly incorporated under the laws of the State of Maryland, and Amelia S. Thomas, and recorded among the Mortgags Records of Allsgany County, Stats of Maryland, in Liber Number 89, folio 324, and through mesne assignments of record, now owned by the said parties of the first part.

Subject, however, to the following terms, conditions, covenants and agreements; to wit:

I. That the purchase price of said two Mortgages is Three Thousand Dollars, which shall be paid by the said party of the second part unto the said parties of the first part at the rate of Thirty Dollars per month for One Hundred Months; the first of said IOO monthly payments of \$30.00 each payment to be due and payable on October 7, A. D. 1954; and subsequent monthly payments of \$30.00 each payment to be due and payable on the seventh day of each month thereafter, until all of eaid IOO monthly payments of \$30.00 each payment shall have been paid, as aferssaid.

2. That when said \$3,000.00 purchase price shall have been paid in full, as aforesaid, the said parties of the first part, or the survivor of them, or the personal representative of the survivor of

them, shall assign eaid two Mortgages unto the said The Cumberland Real Estate Corporation.

- 3. That if the said party of the second part should be in default in the payment of more than two of said monthly payments, then, and in this event, this Contract shall be forfsited and henseforth null and with absolute title to the mortgages restored to the first parties; void; and all monies paid by the said party of the second part shall be retained by the said parties of the first part as stipulated and lig liquidated damages for its breach of this Contract.
- 4. That the said party of the Siret part may pay the balanes dus under the terms of this Contract at any time, and in this event said Kortgages shall be immediately assigned to it, as aforesaid.
- 5. That said Mortgages shall not be sold or assigned, except as set forth in this Contract; and this Contract shall not be assigned by either of said parties hereto without the written consent of the other party hereto.
- 6. That all and singular the terms, conditione, covenants and agreements set forth in this contract shall be binding on the said parties hereto, and their heire, executors, administratore, successore and assigns.
- 7. That in the event of the death of either of the said partice of the first part during the existence of this contract, the survivor shall immediately notify the said party of the second part, so that said monthly payments shall be made to the survivor.

Witness our hands and seals the day and year first above written.

Witness: Fannie Smith

Cora M. Guard (SEAL)

Ursule Jugard (SEAL Oreula Guard

Parties of the First Part

Attest:

Emma R. Richards

Its Scoretary

The Cumberland Real Estate Corporation

By W. Garf Richard

W. Carl Richards

Its Precident

Party of the Second Part

State of Maryland,

Baltimore City; to-wit:

125 I hereby certify, that on this day of October A. D. 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Cora M. Guard and Ursule Guard, and each of them acknowledged the aforegoing instrument of writing to be their respective act.

Witness my hand and Notarial Seal the day and year last above written.

Motary Public

State of Maryland,

Allegany County; to-wit:

I hereby certify, that on this day of October A. D. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared W. Carl Richards, President of The Cumberland Real Estate Corporation, a corporation duly incorporated under the laws of the State of Maryland, and acknowledged the aforegoing instrument of writing to be the corporate act of the said The Cumberland Real Estate Corporation.

13th.

Witness my hand and Notarial Seal the day and year last above written.

Notary Public



FILED AND RECORDED OCTOBER 14" 1954 at 10:55 A.M.

This Morigage, Made this 12th. day of October, in the year

Nineteen Hundred and Fifty-Four by and between

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

(\$3,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

(\$30.00) commencing on the 12th. day of November, 1954 ,205 and on the 12th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 12th. day of October , 1966 , 285 . Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgages, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that piece or parcel of ground lying in McCullough's Addition to Frostburg, and being a part of Lot Number Sixty Nine (69) in said Addition said part being more particularly described as follows:

seid part being more particularly described as follows, to-wit:

MEGINATING for the same at a fence post standing on the Northeast corner of
the alley in the rear of Green Street and on the South side of McGullough Street,
and running from said fence post with McGullough Street, South 61 degrees Best 42.4
feet; then crossing the whole lot, South 29 degrees West 165 feet to an alleyway;
and with said alleyway, North 61 degrees West 42.4 feet to the first mentioned
alleyway; and with said alleyway, North 29 degrees Best 165 feet to the place of
beginning.

BEING the same property which was conveyed to the seid John P. Kopper, Jr., and Mildred H. Kopper, his wife, by deed from John Kopper et ux dated June 29, 1939, and recorded in Liber No. 184, folio 153, among said Allegany County Land Records.

SECOND FARCEL: All that piece or percel of ground situate on Spring Street in Frostburg, Maryland, and known as a part of Lot Number Nine (9), and being a part

of a tract of land called "The Hotel".

PRING the same property which was conveyed to the said Heril A. Phillips and Largaret J. Phillips, his wife, by deed from George J. Schurg, widower, dated Earch Ed., 1953, and recorded in Liber No. 239, folio 155, among said allegany County Land Records.

THIRD HARCEL: All that lot known and designated as Let Tumber Fine (9) on the plat of Edwart Flat addition No. 3 to Frostburg, Laryland, which plat is recorded in Liber No. 107, folio 746, among said allegany County Land Records.

TEING the same reverty which was conveyed to the said Meril A. Phillips and John L. Lopper, Jr., partners trading as L. & R. Jervice Station, by dead From meerge L. Plummer et al dated July 29, 1954, and recorded in Liber Lo. 200, folio 451, among said Land Records.

POURTH LARGEL: All that let known and lesignated as Lot number len (10) on the plat of Eckhart Flat addition No. 5 to Prosthur, Paryland, which let is recorded in liber No. 107, folio 746, smong said allegany County Land Accords.

FRING the seme property which was conveyed to the seid Leril A. Thillips and John 1. Ropper, Jr., partners trading as 1. & k. Service Station by deed of even date herewith, from Veronica Sleeman and Ursula Sleeman Bauman and Liliam F. Bauman, her husband, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure the nurchuse price of said parcel of land, and is therefore a FURCHASE MOREGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shail pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shail become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of defauit being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whoie or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby deciared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in the manner following, to-wit: By giving at ieast twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said saie; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the

payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgager to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgager to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgager, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the aforegoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readiustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

tgagor. 9, 100 00"
MERIL A, PHILLIPS (SEAL)
JOHN P. MOIPER, JR. (SEAL)
PARTNERS TRADING AS P. & K. SERVICE STATION
Meril A. PHILLIPS (SEAL)
JARGAROT W. PHILLIPS (SEAL)
JOHN P. ROLLER, JR. (SEAL)
Mildred H. Kopfer (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certlfy, That on the	is 12th. day of	October,	in the year Nineteen
Hundred and Fifty-Four	before me, the subsc	riber, a Notary Pu	blic of the State of Mary-
land, in and for said County, perso	onally appeared		
MERIL A. PHILLIPS and JOHN: STATION, MERIL A. PHILLIPS (JR., and MILDRED H. KOPPER,	and MARGARET W. PH	ILLIPS, his wi	Co. JOHN P. KOPPER.
and each acknowledged act; and at the same time, before n	ne also personally app	eared William XX	Tacon Treasurer of THE
FIDELITY SAVINGS BANK OF			
named mortgagee, and made oath true and bona fide as therein set	in due form of law, forth; and the said	that the considers Alvin Ereiling	tion in said mortgage is further in like manner
make oath that he is the Tressure	r and agent on attom	ou for sold company	Adam and duly nucle and a

by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day

OTARL

Rath A. Roce

Notary Public

Compared non-31, 114

FILED AND ACCORDED OCTOBER 14" 1954 at 3:00 P.M.

This Mortgage, Made this 13 day of October
in the year Nineteen Hundred and Fifty-four by and between

WILLIAM W. F. PARKER and VIRGINIA M. PARKER, his wife,

of Allegany County, in the State of Maryland

County, in the State of Trong acres

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allagany County, in the State of Maryland &

part y _____ of the second part, WITNESSETH:

parties of the first part, and

party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Forty-two and 50/100 (\$42.50) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said parties of the first part

give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or being assigns, the following property, to-wit: ALL that part of Lot No. 1 of Block No. 18, of Cumberland Heights Addition to Cumberland, and described as follows: BEGINNING for the same on the southerly side of Cecil Street at a point distant South 82 degrees 18 minutes East 70 feet from its intersection with the Easterly side of Louisiana Avenue, and running thence with the southerly side of Cecil Street South 82 degrees 18 minutes East 60 feet to the westerly side of a 20-foot Street; thence with said side of said Street South 7 degrees 42 minutes West 35 feet thence North 82 degrees 18 minutes West 60 feet; then parallel with Louisiana Avenue North 7 degrees 42 minutes East 35 feet to the beginning. BEING the same property which was conveyed to the parties of the first part by William H. Maloney, Jr. et ux., by deed dated October 18, 1928, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 159, folio 321. Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining. Drovided, that if the said parties of the first part, heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors recontoux radioistication or assigns, the aforesaid sum of..... ---- Four Thousand (\$4,000.00) Dollars ---together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their performed, then this mortgage shall be void. And it is Agreed that until default be made in the premises, the said____ parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said___ parties of the first part hereby covenant to pay when legally demandable. But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said_ party of the second part, its successors xbeionconvolved winistrators and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much therof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said. parties of the first part, their

and the	said parties of the first part
	further covenant t
	and pending the existence of this mortgage, to keep insured by some insurance
	nanies acceptable to the mortgagee or its successors or
assigns, the impre	ovements on the hereby mortgaged land to the amount of at least
	Four Thousand (\$4,000.00) Dollars
and to cause the	policy or policies issued therefor to be so framed or endorsed, as in case of fires
to inure to the be	enefit of the mortgagee .1ts_successors KAME or assigns, to the exten
	their lien or claim hereunder, and to place such policy of in possession of the mortgagee , or the mortgagee may effect said insurance remiums thereon with interest as part of the mortgage debt.
Mitness	5, the hand and seal of said mortgagor s.
Attest:	
Jul P	Deiler) William It Parker 19841
- made	William W. F. Parker [SEAL]
John 60	weiber Virginia M. Parker [SEAL]
Q., m	Virginia M. Parker
State of M	
	ounty, to-wit:
Allegany C	ounty, to-wit:
Allegany C	
Allegany C I herel	ounty, to-wit:
Allegany C I herel	ounty, to-wit: by rertify, That on this 13 to day of October en Hundred and Fifty-four , before me, the subscriber,
Allegany C J herel in the year Ninete a Notary Public o	ounty, to-wit: Ty rertify, That on this 13 day of October en Hundred and Fifty-four, before me, the subscriber, of the State of Maryland, in and for said County, personally appeared
Allegany C J herel in the year Ninete a Notary Public o	ounty, to-wit: by rertify, That on this 13 to day of October en Hundred and Fifty-four , before me, the subscriber,
Allegany C I heret in the year Ninete a Notary Public o WILLIAM	ounty, to-wit: Ty rertify, That on this 13 day of October en Hundred and Fifty-four, before me, the subscriber, of the State of Maryland, in and for said County, personally appeared
Allegany C I herel in the year Ninete a Notary Public o WILLIAM	county, to-wif: Ty rertify, That on this
Allegany C I herel in the year Ninete a Notary Public o WILLIAM and each act and deed; and	en Hundred and Fifty-four , before me, the subscriber, of the State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared
Allegany C J herel in the year Ninete a Notary Public o WILLIAM and each act and deed; and JOHN H.	county. to-wif: The principal county of October The State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared MOSUR, Cashier of
Allegany C J herel in the year Ninete a Notary Public o WILLIAM and each act and deed; and JOHN H. the within named	county, to-wif: The construction of the State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared. MOSTER, Cashier of mortgagee and made oath in due form of law, that the consideration in said
Allegany C J herel n the year Ninete Notary Public o WILLIAM and each act and deed; and JOHN H. the within named	county. to-wif: The principal county of October The State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared MOSUR, Cashier of
Allegany C J herel in the year Ninete a Notary Public o WILLIAM and each act and deed; and JOHN H. the within named	county, to-wif: The priffy, That on this
Allegany C J here! In the year Ninete a Notary Public of WILLIAM and each act and deed; and JOHN H. the within named in nortgage is true	county, to-wif: The construction of the State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared. MOSTER, Cashier of mortgagee and made oath in due form of law, that the consideration in said
Allegany C J here! in the year Ninete a Notary Public o WILLIAM and each act and deed; and JOHN H. the within named inortgage is true	the State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared MOSTER, Cashier of mortgagee and made oath in due form of law, that the consideration in said and bona fide as therein set forth.
Allegany C J here! in the year Ninete a Notary Public o WILLIAM and each act and deed; and JOHN H. the within named inortgage is true	the State of Maryland, in and for said County, personally appeared W. F. PARKER and VIRGINIA M. PARKER, his wife, acknowledged the aforegoing mortgage to be their respective at the same time before me also personally appeared MOSTER, Cashier of mortgagee and made oath in due form of law, that the consideration in said and bona fide as therein set forth.

FILED AND RECORDED OCTOBER 14" 1954 at 3:10 P.M.	
This Aurigage, Made this 13 th day of October	
in the year Nineteen Hundred and fifty-four, by and between	_
DANIEL H. THOMAS and EDITH P. THOMAS, his wife	:11
of Allegany County, in the State of Maryland	
parties of the first part, and FROSTBURG NATIONAL BANK, a national banki	n
corporation duly incorporated under the laws of the United States	٥
America, with its principal office in	1
TR Frostburg, Allegany County, in the State of Maryland,	4
party of the second part, WITNESSETH:	1
理hrrrus, the said parties of the first part are justly indebte unto the said party of the second part, its successors and assigns, the full sum of FOUR THOUSAND)
payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quart ly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedne together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, is successors and assigns, as and when the same is due and payable. AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.	8
Now Cherefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,	
together with the interest thereon, including any future advances, the said part ies of the first	
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party	
of the second part. 1ts successors	
ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, known and distinguished as Lot No. 7 of Block No. 14 of Beall's First Addition to the Town of Frostburg, a plat of which Addition is of record among the Land Records of Allegany County, Maryland, in Liber No. 30, folio 710, and being the same property which conveyed to the parties of the first part herein by W. Earle Cobey, Trustee, by deed dated September 22, 1948 and recorded in Deeds Liber No. 222, folio 479 among the Land Records of Allegany County, Maryland. Special reference is hereby made to the aforementioned/plat for a	- [4
description of the property.	ı
Together with the buildings and improvements thereon, and the rights, roads, ways,	
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.	ı
Frouded, that if the said part ies of the first part, their heirs, executors, administra-	
tors or assigns, do and shall pay to the said party of the second part, 1ts successors	
EXECUTER EXECUTE STREET OF assigns, the aforesaid sum of	
FOUR THOUSAND	
together with the interest thereon, and any future advances made as aforesaid, as and when the	
same shall become due and payable, and in the meantime do and shall perform all the covenants	
And it is Aureed that until default be made in the premiers the mid and the made in the premiers the mid and the made in the premiers the mid and the	1

first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part less of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part, its successors hereby declared to be made in trust, and the said part y.

COBEY, CARSCADEN and GILCHRIST

its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or 1ts assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND = - - - -00/100 DOLIARS (\$4,000.000 biles), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , 1ts successors bettee or assigns, to the extent of 1ts or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Situres, the hands and seals of said mortgagors .

Witness:

Richard Vance

and paid by the mortgagors, their

nelson allison

DANTEL & THOMAS [Seal

Edith P. Shomas

representatives, heirs or assigns.

STATE OF OHIO,

FRANKLIN COUNTY, TO WIT:

I HEREBY CERTIFY, That on this / day of October, 1954, before me the subscriber, a Notary Public of the State of Ohio, in and for said County, personally appeared Daniel H. Thomas and Edith P. Thomas, his wife, and each acknowledged the aforegoing mortgage to be their respective act and deed.

WITNESS my hand and Hotarial Seal the day and year aforesaid.

MY COMMISSION EXPIRES

Richard Vance
Notary Public
Course experies 12-22-50

State of Maryland, Allegany County, to-wit:

I hereby rertify, That on this 13 to day of October
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank,
WAKKXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
KCLNOTH AINAIX MACKIKIAN MINIKKINERAGENSER MEGELIEGENIERAGEN UNINGEDEN EIN
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this
affidavit.
Em S.
EMMA L. SIMONS Notary Public

Compared and Mail working

FILED AND RECORDED OCTOBER 15" 1954 at 11:40 A.M.

This Mortgage, Mad in the year Nineteen Hundred and	
in the year temeseen reunared and	Firty 100P , by and betwee
Douglas B. Heavner	and Grace E. Heavner, his wife,
of Allegany	County, in the State of Maryland
Allegany County, in the State of Mar	ofter called mortgagors , and Home Building and Loan Asso incorporated under the laws of the State of Maryland, o ryland, party of the second part, hereinafter called mortgages
Allegany County, in the State of Mar WITNESSETH:	incorporated under the laws of the State of Maryland, o ryland, party of the second part, hereinafter called mortgages
Allegany County, in the State of Mar WITNESSETH:	incorporated under the laws of the State of Maryland, o ryland, party of the second part, hereinafter called mortgages

from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of THENTY-FIVE Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of land situated on Pine midge in election District No. 21 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

and corner of lot sold by Thomas Leasure to Benjamin T. Brant and running thence with the line of fence, South 31-1/2 degrees west 12 perches, South 33 degrees west 10.9 perches to a post in line of fence, South 33-1/2 degrees west 14 perches, then with a stone wall or fence, South 3-1/2 degrees wast 14 perches, then with a stone wall or fence South 31-1/2 degrees wast 3 perches, South 31-1/2 degrees west 2.64 perches, South 8 degrees west 4.6 perches to a post bars and the end of the first line of a lot conveyed by Martin Rouzer, et ux., to Satherine Beall by deed dated November 15, 1881, and recorded in Liber 57, folio 195, of the Land Records of Allegany County, Maryland, then with the second line of said Beall lot, North 70 degrees East 10-2/3 perches, then North 28 degrees East 34-1/2 perches to a pine stump at rocks on cliff and the southeast corner of the beginning of Brant lot and with the South line of said lot, North 59-3/4 degrees west 18.4 perches to the beginning, containing 4 acres, more or less.

This being the same property which was conveyed by william brnest sice, unmarried, unto the said Douglas B. Heavner, et ux., by deed dated October 15, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage which is a purchase money mortgage.

The above described property is improved by a frame twostory dwelling house consisting of 7 rooms and bath and by several out buildings.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars

nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor a hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that the y will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To bave and to bold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgager s , their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on the part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor S hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions

ı

shall be allowed and paid by the mortgagor S _ their representatives, heirs or assigns.

Hnd the said mortgagers <u>their</u> heirs, executors, adminstrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

FIFTEEN HUNDRED AND SIXTY-NINE in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor S to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor S to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corpor-ation . other than the mortgagers , by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the aforegoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgages may

immediately foreclose this mortgage.

 $\ensuremath{\boldsymbol{\mathcal{H}}}$ ithress, the hand and seal of the said mortgagor s .

Attest:	
Rosalie a. Crabtice	Douglas B. Higgerie (SEAL)
	(SEAL)
	Grace L. Heavner (SEAL)
	Grace & Heaville (SEAL)
State of Maryland,	
Allegany County, to-wit:	
	15 th. day of October,
in the year nineteen hundred and fifty - you subscriber, a Notary Public of the State of Mar	, before me, the ryland, in and for said County, personally appeared
Douglas B. Heavner and	d Grace 4. Heavner, his wife,
act and deed; and at the same time before me a Attorney and agent for the within named mort consideration in said mortgage is true and bons	acknowledged the aforegoing mortgage to be their also personally appeared Thomas Lohr Richards, tgagee and made oath in due form of law, that the a fide as herein set forth, and did make oath in due make this affidavit as agent for the said mortgagee.
WITNESS my hand and Notarial Seal th	4 3 4 8
I	Rosalie a. Craffic
	Company
	2546
FILED AND RECORDED OCTOBER	15# 1954 at 12:15 P.M.
rchase money	
his Martana Made this 1477	M day of OCTOBER in the
olem waters obsobs!	
	by and between
	CLOST AND DESCRIPTION OF THE PROPERTY OF THE P
Marvin C. Bowers and Rose	CLOST AND DESCRIPTION OF THE PROPERTY OF THE P

land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Four Thousand Six Hundred & 00/100 - - (\$8600.00) - - - Dollars, which said sum the mortgagors agree to repay in Installments with Interest thereon from the date hereof, at the rate of 51 per cent. per annum, in the manner following:

By the payment of Thirty-seven & 59/100 - - (\$37,59) -- - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgages in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforestial principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagers do give, grant bargain and sell, convey, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or percels of ground situated near the Valley Road about 1-1/2 miles northeasterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 276-277-278-295-296-301-302-303 and 30% as shown on the amended Flat to. 2, Section "A" of Bowman's Valley Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 26 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Lote Nos. 276-77-78: Beginning at the intersection of the northerly side of Park Avenue with the easterly side of Forest Avenue and then running with the easterly side of Forest Avenue North 22 decrease 10 minutes East 150 feet to the southerly side of an alley, then with the southerly side of said alley South 72 degrees 66 minutes East 15 feet, more or tess, to the dividing line between Lote Nos. 275 and 776 deeded to Albert Frior, and with said lot line South 22 degrees to the instant West 150 feet to the northerly side of Park Avenue, and then with the northerly side of Park Avenue North 72 degrees 66 minutes West 115 feet, more or less, to the place of beginning.

Lots Nos. 295-296: Beginning at the intersection of the northerly side of Park Avenus and the easterly side of an unnemed street and running then with the northerly side of the unnemed street North 39 degrees 26 minutes East 150 feet to the southerly side of Lexington Street, then with the southerly side of Lexington Street South 50 degrees 3 minutes East 80 feet, then South 39 degrees 26 minutes West 150 feet to the northerly side of Park Avenue and then with the northerly side of Park Avenue North 50 degrees 3 minutes West 80 feet to the place of beginning.

"xcepting therefrom, all of the property rights and water line essements which were conveyed by Robert M. Williams et ux, to James F. Williams et al, dated May 6, 1906, which is recorded in Liber 216,

F. Williams et al, dated May 6, 19%6, which is recorded in Liber 216, folio 506 Allegeny County Lend Records.

Lots Nos. 301-302-303-30%: Beginning at the intersection of the esstarly side of Forest Avenue with the southerly side of Lexington Street, then with the southerly side of Lexington Street, then with the southerly side of Lexington Street South 6.7 degrees 50 minutes East 155 feat, more or less, to the dividing line between Lots Nos. 300 and 301 and then with said lot line South 22 degrees 10 minutes West 132 feet, more or less, to the northerly side of an alley, then with the northerly side of said alley North 72 degrees %6 minutes West 155 feet, more or less, to the easterly side of Forest Avenue, and then with the easterly side of Forest Avenue North 22 degrees 10 minutes East 1%2 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert M. Williams, divorced, of even tate, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1845 and any amendments thereto."

It is agreed that the Morts gee may at its option advance sums of money at anytime for the

payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the phyment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as andditional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant—generally to, and covenant—with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that—they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, their, executors, administrators or assigns, do and shail pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on the largest to be performed, then this mortgage shall be void.

And it is Egreco that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, piace, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said saie shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Six Hundred & 00/100 - - (\$h,600,00)--- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgages, its successors or assigns, to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the mortgages, or the mortgage may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Bnd the said mortgagors, as additional security for the payment of the indebtedness. hereby secured, do hereby set over, transfer and assign to the mortgages, its successors and assigns, all rents, issues and profits accruing or failing due from said premises after default under the terms of this mortgage, and the mortgages is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgager under the terms and conditions herein set forch.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgages as follows: (1) to deliver to the mortgages on or before March 15th of each year tax recipts evidencing the payment of all iswfully imposed taxes for the preceding calendar year; to deliver to the mortgages recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgage property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no wasts, imperiment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s-to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the finmediate repayment of the debt hereby secured and the failure of the mortgagor s-to comply with said demand of the mortgages for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgages, immediately mature the entire principal and interest hereby secured, and the mortgages may, without notice, institute proceedings to forcelose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to forcelose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said promiting and account therefor as the Court may direct; (4) that should the title to the herein port.

gaged property be acquired by any person, persons, partnership or corporation , other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the aforegoing covenants or conditions for thirty consecutive days.

Illitness, the hand and seal of said mortgagors.

Attest:

Manaria C. Bours [SEAL]

Narvin C. Bouers

Fossie S Bouers [SEAL]

ROSELLE S. Bowers

State of Maryland, Allegany County, to-wit:

I hereby certify. That on this 14TH day of OCTOBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Marvin C. Bowers and Rosalie S. Bowers, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

ESS my hand and Notarial Seal the day and year aforesaid.

Notary Public.

FILED AND RECORDED OCTOBER 15" 1954 at 12:15 P.M.

This Martigage, Made this 14TH day of OCTOBER in the year Nineteen Hundred and fifty-four by and between
Virgil D. McKenzie, Sr., and Mary F. McKenzie, his wife,
of Allegany County, in the State of Maryland, part 165 of the first part, here- inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Mary- land, party of the second part, hereinafter called mortgagee.
WITNESSETH: Unbereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fighteen Hundred & 00/100 (\$1,800.00)

by the payment of Twenty & 00/100 - - - (\$20,00) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgage in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesting of said advance.

to repay in installments with interest thereon from

which said sum the mortgagors agree

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, release and confirm unto the said mortgages, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being at the northwesterly intersection of Prospect Drive and Avenue W known and designated as Lots Nos. 22, 23, 24, 25, 26, 27, 28, 29 and an unnumbered lot adjacent to Lot No. 29, Block No. 33 Potomac Park Addition, located on or near the McMullen Highway about 3 miles westerly of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 33 among the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the westerly side of Prospect Drive at the end of the first line of Lot No. 21, Block No. 33 in said addition and running then with said Prospect Drive South 38 degrees 5 minutes West 100 feet to the northerly side of Avenue W, then with said Avenue W North 51 degrees 55 minutes West 220 feet and to the northerly side of Prospect Drive, then with said Prospect Drive by a curve to the left of 38 degrees 56 minutes 3k seconds for a chord distance of 1k2 feet, then continuing with Prospect Drive on the curve to the left whose radius is 150 feet until it intersects a line drawn South 9 degrees 38 minutes East 60 feet from the couthwesterly corner of Lot No. 17, Block No. 33 in eaid addition, and then reversing part of said line North 9 degrees 38 minutes West k0 feet to the coutherly side of a 20 feot alleyway, then with the southerly side of said alleyway (with true north bearings and horizontal measurements) North 80 degrees 22 minutes East 226 feet to a stake, then South 74 degrees 38 minutes East 30 feet to a stake at the northwesterly corner of Lot No. 29, Block No. 33 in 3 degrees 16 minutes 13 seconds for a chord distance of 42 feet to the end of the second line of Lot No. 28, Block No. 33 in said addition, then South 9 degrees East 110 feet to the end of the second line of Lot No. 26, Block No. 33 in said addition, then South 51 degrees 55 minutes in said addition, then with part of said third line of said Lot No. 22, and then with the fourth line of Lot No. 22 South 51 degrees 55





minutes last 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by four deeds, the first from Gallitizen McKenzie et ux, dated June 7, 1951, recorded in Liber No. 23h, folio 1hh Allegany County Land Records, the second from Gallitzen McKenzie et ux, dated March 30, 1953, recorded in Liber No. 2h8, folio 58h Allegany County Land Records, the third from Anna Lee Wilkinson et al, dated August h, 195h, recorded in Liber No. 26l, folio 119 Allegany County Land Records, and the fourth from Wesley A. McGraw et ux, dated August 5, 195h, recorded in Liber No. 261, folio 117 Allegany County Land Records. Including a water line sasement which was conveyed unto the parties of the first part by deed of Gallitizen McKenzie et ux, dated June 7, 1951, recorded in Liber No. 23h, folio 14h Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

to bave and to bold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagers, theirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on theirpart to be performed, then this mortgage shall be void.

End it is Egreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged, or so much thereof as may be necessay and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the baiance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

Enothe said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fighteen Hundred & 00/100 - - (\$1.800.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgage as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax recipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgage recipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the fallure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgage may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation—, other than the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, w

Mitness, the hand and seal of said mortgagors.

Attest:

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of OCTOBER

in the year nineteen Hundred and Fifty_four______, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Virgil D. McKenzie, Sr., and Mary E. McKenzie, his wife,

the said mortgagors herein and they acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

ITNESS my hand and Notarial Seal the day and year aforesaid.

Notary Publ

FILED AND RECORDED OCTOBER 1571954 at 9:50 A.M.
This Morigage, Made this 4th. day of September
in the year Nineteen Hundred and Four , by and between
CHARLES C. SOMMERLATT AND MARY L. SOMMERLATT, his wife,
of Allegany County, in the State of Maryland,
part 105 of the first part, and
John L. Sommerlatt and Margaret V. Sommerlatt, his wife
of Allegany County, in the State of Manyland, part 103 of the second part, WITNESSETH:
part_=
Whereas, the said parties of the first part, stand indebted to parties of the second part, in the full and just sum of Three Thousand two hundred (\$5,200.00) Dollars, as is evidenced by their joint promissory note of even date herewith for the said sum of money, payable to John L. Sommerlatt and Margaret V. Sommerlatt, his wife, parties of the second part, which said sum of money is to be repaid five years after date together with the interest at the rate of four percent per annum, said interest to be adjusted each six months, the first of said interest payments to be made six months from the date of this said mortgage. How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part,
do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:
All that lot or parcel of ground, sit-
uated, lying and being on the Northeasterly side Monroe Street in the
City of Cumberland, Allegany County, Maryland, known and designated as
as part of Lots numbers 219 and 220 on the map of the Cumberland In-
provement Company Eastern Addition and Estaren Addition Annex to Cum-

berland, Maryland, and more particularily described as a whole as follows:

Beginning for the same on the Northeasterly side of Monroe Street, at a point distant North 50 degrees West 60 feet from the the intersection of said street with the Northwesterly side of Eastern Avenue, and running thence by a line parallel with Eastern Avenue and across whole lots 219 and 220 in said Addition, North forty degrees East 92.3 feet to the line dividing Lots number 220 and 221 in said addition; thence with part of said dividing line, North 50 degrees West 60 feet to a 16 foot Alley, thence with said Alley, South 40 degrees West 92.3 feet to the Northeasterly side of Monroe Street, thence with said side of said street, South 50 degrees East 60 feet to the place of beginning.

It being the same piece or parsel of land that was conveyed to the parties of the first part, by the parties of the seend part, by deed dated the 22nd day of March 1952, which

was conveyed to the parties of the first part, by the parties of the seond part, by deed dated the 22nd day of March 1952, which said deed is recorded in Liber folio, one of the Land Records for Allegany County, Maryland.

Cogether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Bot.	oviceo,	tnat	ii the	said	par	1108	of	1.0	first	part
them	r		heir	s, executo	ors, admini	istrato	rs or	assign	s, do and	shall pay to the said
			the	the se	cond pa	rt,t	eir			
						sum	of	Thre	e thou	mand two
hundr	ed (\$ 3	200	00)	dollar	8					

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Egreed that until default be made in the premises, the said

parties of the first part, their heirs, executors,
etc.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said paytie of the first part,

hereby covenant to pay when legally demandable.

Dranibab at a com

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the

second part, their

heirs, executors, administrators and assigns, or Clausence Shutter
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

LIBER 307 PAGE 580

from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first heir, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns. Hnd the said parties of the first part, their or assigns. First part of the first part, their or assigns.	
company or companies acceptable to the mortgagee or their	
assigns, the improvements on the hereby mortgaged land to the amount of at least	
Three thousand two hundred Dollars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fires,	
to inure to the benefit of the mortgagee theirs or assigns, to the extent	
of their the mortgagee their lies or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee , or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
Mittess, the hand and senl of said mortgagors	
Allie Auth Garles & Sommerlatt [SEAL]	
State of Maryland, Allegany County, to-wit:	
I hereby certify, That on this 4th day of September	
in the year Nineteen Hundred and Four , before me, the subscriber,	1
a Notary Public of the State of Maryland, in and for said County, personally appeared	
Charles C. Sommerlatt and Margaret L. Sommerlatt, his wife	,
and did acknowledged the aforegoing mortgage to be thair	
act and deed; and at the same time before me also personally appeared	1
John L. Sommerlatt and Margaretv. Sommerlatt, his wife, the within named mortgagee and made oath in due form of law, that the consideration in said	
is true and bona fide as therein set forth.	
SVINESS my hand and Notarial Seal the day and year aforesaid.	
	1
Crely & O Someel Notary Public.	1

Commed and Miller Holsenals

<u> </u>	
FILED AND RECORDED OCTOBER 15" 1954 at 9:15 A.M This Martgage, Made this 13TM day of October	٠
in the year Nineteen Hundred and Fifty Four , by and between	
ROY K. WOLFORD and GERTRUDE WOLFORD, his wife,	O,
of Allegany County, in the State of Maryland	ACT OF 18A
part 108 of the first part, and	1 2 10
VICTOR REPHANN and JULIA M. REPHANN, his wife,	0
of Allegany County, in the State of Maryland	ACT OF 1947
part 108 of the second part, WITNESSETH:	
Whereas, The parties of the first part are justly and bona findebted unto the parties of the second part in the full and just so of one Thousand Five Hundred Dollars, (\$1,500.00), which said sum to	um

indebted unto the parties of the second part in the full and just sum of One Thousand Five Hundred Dollars, (\$1,500.00), which said sum the parties of the first part promises to pay unto the parties of the second part in monthly payments of not less than Thirty-Five Dollars, (\$35.00), each, and interest thereon at the rate of Five Per Centum (5%) Per Annum, payable semi-annually, until the full sum of One Thousand Five Hundred Dollars, (\$1,500.00), and interest has been paid and satisfied.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the second part, their

Parties of the first part

give, grant, bargain and seil, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in the Town of Eokhart, Maryland, known as Lot Number Two (2), of Wilson's Lots at Eckhart, the courses and distances of which are recorded amoung the Dand Records of Allegany County, in Liber No. 112, folio 561, in which the said property is described as follows:

LOT NO. 2: Beginning at the Northeast corner of the store building belonging to Mrs. Maurice Los, it being at the end of 59 feet from the County Road leading from the Eckhart Depot to Brophy's (formerly Aetna) Mines, and also at the end of the first line to Mrs. Lee's lot and runs thence with the South side of the Street leading from said County Road twoard the Boston Mine and Parkersburg, North 85 degrees 45 minutes East 79 feet to a post, thence with a fence and its extension South 4 degrees East 71.4 feet to a stake, then

South 89 degrees 5 minutes West 46.8 feet, the end of the fourth line of Lot No. 1, now laid off, and with it South 89 degrees 5 minutes West 15 feet to a wagon shed, South 80 degrees 30 minutes West 18.5 feet to a fence, and with it North 2 degrees 30 minutes West 36.5 feet then leaving Lot No. 1, but still with fence, North 4 degrees West 33 feet to the beginning.

IT BEING the same property which was conveyed unto the said Roy K. Wolford and Gertrude Wolford, his wife, by the Eckhart Realty Company, a corporation, by deed dated June 22nd, 1946, and recorded in Liber No. 209, folio 578, one of the Land Records of Allegany County, Maryland.

County, Maryland.	
Together with the buildings and improvements thereon, and the rights, re	oads, ways,
vaters, privileges and appurtenances thereunto belonging or in anywise appertaining.	
Provided, that if the said parties of the first part,	
their heirs, executors, administrators or assigns, do and shall pay	
parties of the second part, their heirs,	
xecutors, administrators or assigns, the aforesaid sum of	
One Thousand Five Hundred Dollars, (\$1,500.00),	
One Thousand Five hundred bullars, (41,000.007)	
ogether with the interest thereon, as and when the same shall become due and pays	ble, and in
he meantime do and shall perform all the covenants herein on their	_part to be
performed, then this mortgage shall be void.	4
And it is Agreed that until default be made in the premises, the said.	
MINO IL 19 MULECO that until detault be made in the premises, the said	
parties of the first part	
may hold and possess the aforesaid property, upo	n paying in
he meantime, all taxes, assessments and public liens levied on said property, all w	
nortgage debt and inverest diesevil, die said	
parties of the first part	
nereby covenant to pay when legally demandable.	n of the in
But in case of default being made in payment of the mortgage debt aforesaid, of terest thereon, in whole or in part, or in any agreement, covenant or condition of this then the entire mortgage debt intended to be hereby secured shall at once become due	s mortgage,
and these presents are hereby declared to be made in trust, and the said	
parties of the second part, their	
neirs, executors, administrators and assigns, or Edward J. Ryan	
his, her or their duly constituted attorney or agent, are hereby authorized and empower time thereafter, to sell the property hereby mortgaged or so much therof as may be and to grant and convey the same to the purchaser or purchasers thereof, his, her or purchasers thereof, his, her or assigns; which sale shall be made in manner following to-wit: By giving at I days' notice of the time, place, manner and terms of sale in some newspaper publish berland, Maryland, which said sale shall be at public auction for cash, and the processor such sale to apply first to the payment of all expenses incident to such sale, it taxes levied, and a commission of eight per cent to the party selling or making said sale to the payment of all moneys owing under this mortgage, whether the same shall have	ened, at any enecessary, their heirs east twenty ed in Cum- eds arising neluding al' le; secondly,
matured or not; and as to the balance, to pay it over to the said	
parties of the first part, their heirs or	assigns, and
in case of advertisement under the above power but no sale, one-half of the above shall be allowed and paid by the mortgagors, their representatives, heirs	
End the said parties of the first part	
	ovenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by som	
Company or companies acceptable to the mortgages or their heirs or	o instruction

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires to inure to the benefit of the mortgages their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgages S, or the mortgagesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Mitness, the handsund seasof said mortgagors. Attest: ROY K. WOLFORD [SEAL] SEAL] STATE DIFFIELD STATE PUBLIC WOLFORD [SEAL] STATE DIFFIELD STATE DIF	and to cause the pol		ollars, (\$1,500,00	
their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee S, or the mortgageesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Altest: Con A Marian SEAL ROY K. WOLFORD SEAL ROY K. WOLFORD SEAL CERTRUDE WOLFORD SEAL CERTRUDE WOLFORD SEAL CERTRUDE WOLFORD SEAL CERTRUDE WOLFORD SEAL COLOR SEAL Continue work of the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mertance is true and bona fide as therein set for forth.	•	icy or policies issued the	erefor to be so framed or endorsed, as in	case of fires,
policies forthwith in possession of the mortgagees, or the mortgageesmay effect said insurance and collect the premiums thereon with interest as part of the mortgage debt Alterest: Con A Collect	to inure to the benefit	it of the mortgagee \$	their heirs or assigns,	to the extent
Attest: Continues Continu	of	their	lien or claim hereunder, and to place su	ich policy or
Attest: ROY K. WOLFORD [SEAL] State of Maryland. Allegany County, in-mit: J hereby rertify, That on this 137M day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mericans is true and bona fide as therein set for forth.				id insurance
State of Maryland. State of Maryland. State of Maryland. Allegany County, to-mit: I hereby rertify, That on this 137M day of October in the year nineteen Hundred and Fifty. Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made eath in due form of law, that the consideration in said metrose is true and bona fide as therein set for forth.	and collect the prem	iums thereon with intere	est as part of the mortgage debt	
State of Maryland. State of Maryland. State of Maryland. Allegany County, to-mit: I hereby rertify, That on this 137M day of October in the year nineteen Hundred and Fifty. Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made eath in due form of law, that the consideration in said metrose is true and bona fide as therein set for forth.	Mitness, t	he hand s and seal sof said r	mortgagors.	
State of Maryland. Allegany County, in-mit: I hereby rertify, That on this 1370 day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.				
State of Maryland. Allegany County, in-mit: I hereby rertify, That on this 1370 day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.	the see It	K	lou & process	ISEALI
State of Maryland. Allegany County, to-mit: Jhereby rertify, That on this 1370 day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said methods is true and bona fide as therein set for forth.	RACHEL KNIE		HOI HE WOLL ON	
State of Maryland. Allegany County, in-mit: Jherely rertify, That on this 1374 day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mestigate is true and bona fide as therein set for forth. The within a said and Notarial Seal the day and year aforesaid.	RACHEL KNIE	MEH Land		
Allegany County, in-mit: Jherely rertify, That on this 1374 day of October in the year nineteen Hundred and Fifty Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said Notation of true and bona fide as therein set for forth.			GERTRUDE WOLFORD	[SEAL]
in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and eachacknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth.				
a Notary Public of the State of Maryland, in and for said County, personally appeared ROY K. WOLFORD and GERTRUDE WOLFORD, his wife, and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said methods is true and bona fide as therein set for forth. The wife is true and bona fide as therein set for forth.	All Industrial			
and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said merigage is true and bona fide as therein set for forth. WINGERS my hand and Notarial Seal the day and year aforesaid.				
and each acknowledged the aforegoing mortgage to be their act and deed; and at the same time before me also personally appeared VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said merigage is true and bona fide as therein set for forth. WINGERS my hand and Notarial Seal the day and year aforesaid.				
VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said nections is true and bona fide as therein set for forth. WINDERS my hand and Notarial Seal the day and year aforesaid.	in the year nineteen	Hundred and Fifty Fo	before me, the	e subscriber,
VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said nections is true and bona fide as therein set for forth. WINDERS my hand and Notarial Seal the day and year aforesaid.	in the year nineteen a Notary Public of the	Hundred and Fifty Fo	and for said County, personally appear	e subscriber,
VICTOR REPHANN and JULIA M. REPHANN, his wife, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set for forth. U. WILLIES my hand and Notarial Seal the day and year aforesaid.	in the year nineteen a Notary Public of the	Hundred and Fifty For the State of Maryland, in WOLFORD and GEH	and for said County, personally appear	e subscriber, red
the within named mortgagee, and made oath in due form of law, that the consideration in said nections is true and bona fide as therein set for forth. WINGER my hand and Notarial Seal the day and year aforesaid.	in the year nineteen a Notary Public of the ROY K and each ack	Hundred and Fifty For the State of Maryland, in WOLFORD and GEH	and for said County, personally appear TRUDE WOLFORD, his wife, ag mortgage to betheir	e subscriber, red
If a Wind Cost my hand and Notarial Seal the day and year aforesaid.	in the year nineteen a Notary Public of the ROY K and each ack act and deed; and at the	Hundred and Fifty Form he State of Maryland, in WOLFORD and GEH mowledged the aforegoin the same time before me	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to betheir also personally appeared	e subscriber, red
Woder Public	in the year nineteen a Notary Public of the ROY K and each ack act and deed; and at the VICTOR	Hundred and Fifty Form the State of Maryland, in WOLFORD and GEH mowledged the aforegoing the same time before me	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to betheir also personally appeared A M. REPHANN, his wife,	e subscriber,
Woder Public	a Notary Public of the Notary	Hundred and Fifty Forms to Maryland, in WOLFORD and GER mowledged the aforegoing the same time before me REPHANN and JULI rtgagee, and made oath	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to be their also personally appeared A M. REPHANN, his wife, in due form of law, that the considerat	e subscriber,
RACHEL DHIBBIEN	a Notary Public of the Notary	Hundred and Fifty Forms to Maryland, in WOLFORD and GER mowledged the aforegoing the same time before me REPHANN and JULI rtgagee, and made oath	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to be their also personally appeared A M. REPHANN, his wife, in due form of law, that the considerat	e subscriber,
RACHEL OHIEREDE Wotery Public.	a Notary Public of the Notary	Hundred and Fifty Forms he State of Maryland, in and GER mowledged the aforegoing the same time before me REPHANN and JULI rtgagee, and made oath in bona fide as therein set for the same time before me are respectively.	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to betheir also personally appeared A M. REPHANN, his wife, in due form of law, that the consideration forth.	e subscriber,
RACHEL OHIEREDE Wolary Public.	a Notary Public of the Notary	Hundred and Fifty Forms he State of Maryland, in and GER mowledged the aforegoing the same time before me REPHANN and JULI rtgagee, and made oath in bona fide as therein set for the state of the same time before me and made oath in the same time before me and made oath in the same time before me and made oath in the same time as the same time a	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to betheir also personally appeared A M. REPHANN, his wife, in due form of law, that the consideration forth.	e subscriber,
	a Notary Public of the Notary	Hundred and Fifty Forms he State of Maryland, in and GER mowledged the aforegoing the same time before me REPHANN and JULI rtgagee, and made oath in bona fide as therein set for the state of the same time before me and made oath in the same time before me and made oath in the same time before me and made oath in the same time as the same time a	and for said County, personally appear TRUDE WOLFORD, his wife, g mortgage to betheir also personally appeared A M. REPHANN, his wife, in due form of law, that the consideration forth.	e subscriber,

Tompured and Miled House To James Musherry acts.

UBER 307 PAGE 584

FILED AND RECORDED OCTOBER 15" 1954 at 8:30 A.M.

This instrument has been executed in // counterparts, of which this is o. 7

H

THE POTOMAC EDISON COMPANY

to be minde

CHEMICAL BANK & TRUST COMPANY as Trustee

TWENTY-SECOND SUPPLEMENTAL INDENTURE
DATED AS OF SEPTEMBER 29, 1954

TWENTY-SECOND SUPPLEMENTAL INDENTURE, dated as of the 29th day of September, One thousand nine hundred and fifty-four, made by and between THE POTOMAC EDISON COMPANY, a corporation organized and existing under the laws of the State of Maryland (hereinafter called the "Company"), party of the first part, and CHEMICAL BANK & TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), as Trustee under the Indenture dated as of October 1, 1944, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1944 (hereinafter called the "Original Indenture"), conveying, assigning and pledging to the Trustee all of the property, franchises and income of the Company therein described, whether then owned or thereafter

acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal of and interest (and premium, if any) on all bonds at any time issued and outstanding thereunder; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture, has heretofore executed and delivered to the Trustee its First Supplemental Indenture, dated as of October 1, 1944, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$16,981,000, designated as "First Mortgage and Collateral Trust Bonds, 3% Series Due 1974", its Eighth Supplemental Indenture, dated as of January 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$4,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/8% Series Due 1978", its Eleventh Supplemental Indenture, dated as of December 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$5,500,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/4% Series Due 1977", and its Fifteenth Supplemental Indenture, dated as of April 1, 1951, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$10,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-3/8% Series Due 1981"; and

WHEREAS, the Company covenants in Section 11 of Article IV of the Original Indenture that it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to make subject to the lien thereof any property agreed to be subjected thereto, or intended so to be; and

WHEREAS, to comply with the covenant aforesaid, the Company has heretofore executed and delivered to the Trustee its Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Twenty-first Supplemental Indentures, all inclusive; and

WHEREAS, in addition to the property described in the Original Indenture and the Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Twenty-first Supplemental Indentures, all inclusive, the Company has acquired certain property hereinafter described, all of which upon the acquisition thereof by the Company became subject to the provisions and trusts of the Original Indenture and which the Company now desires specifically to convey to the Trustee pursuant to Section 11 of Article IV of the Original Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That The Potomac Edison Company, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustee at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, pledge, set over and confirm unto the Trustee, and its successors and assigns forever, all and singular the following described property - that is to say:

Ι

(1) Frostburg - Broadway Lot

Parcel of land conveyed to The Potomac Edison Company by Eva Frantz Davis, widow, by deed dated September 11, 1953, and recorded in Liber 253, folio 281, one of the Land Records of Allegany County, Maryland.

(2) Frederick - Monocacy Substation Lot

Parcel of land conveyed to The Potomac Edison Company by The Grand Lodge of Maryland of the Independent Order of Odd Fellows, by deed dated March 25, 1954, and recorded in Liber 529, folio 165, one of the Land Records of Frederick County, Maryland.

(3) Carlos Junction - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by Maryland Coal and Realty Company, Jonathan R. Jenkins and Philip J. Jenkins, Trustees-assignees, by deed dated May 21, 1954, and recorded in Liber 259, folic 185, one of the Land Records of Allegany County, Maryland.

(4) Petersville - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by T. Woodrow Souder and F. Maxine Souder, his wife, by deed dated May 21, 1954, and recorded in Liber 531, folio 287, one of the Land Records of Frederick County, Maryland.

II

All other property, real, personal and mixed, acquired by the Company subsequent to the execution and delivery of the Original Indenture and now owned by the Company (except property of the character excepted from the lien and operation of the Original Indenture or any indenture supplemental thereto).

TO HAVE AND TO HOLD all said property, franchises and income, conveyed, assigned and pledged by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued under the Original Indenture, or any of them, without preference of any of said Bonds and coupons of any particular

series over the Bonds and coupons of any other series, by reason of priority in time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

The Trustee hereby accepts the additional property hereby conveyed upon the terms and trusts set forth in the Original Indenture.

This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts so executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, said The Potomac Edison Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, and said Chemical Bank & Trust Company, as Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, all as of the 29th day of September, One thousand nine hundred and fifty-four.

THE POTOMAC EDISON COMPANY

100 K

principality and the second

(R. Paul Smith) President

Caul J. Michael Secretary

Signed, sealed and delivered by THE POTOMAC EDISON COMPANY in the presence of:

As Witnesses

(CORPORATE STATE
Attesor.

CHEMICAL BANK & TRUST COMPANY, as Trustee as aforesaid

By

WILLIAM D. CARNICO-President

Assistant Secretary HORN

Signed, sealed and delivered by CHEMICAL BANK & TRUST COMPANY in the presence of:

R. G. PINTARD

Hughthau

R. J. LIGHTHALL

STATE OF MARYLAND

COUNTY OF FREDERICK

88.

I HERESY CERTIFY, that on this 29th day of Soptember in the year 1954, before me, the subscriber, a notary public of the State of Maryland, in and for the County of Frederick, personally appeared R. PAUL SMITH, President of The Potomac Edison Company, and acknowledged the foregoing instrument to be the act and deed of The Potomac Edison Company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

ENOTARIAS SEAL)

(W. Augene Sanders)
Notary Public

My Commission Expires May 2, 1955

STATE OF NEW YORK

COUNTY OF NEW YORK

88.1

I HEREBY CERTIFY, that on this 6 day of October in the year 1954, before me, the subscriber, a notary public of the State of New York, in and for the County of New York, personally appeared WILLIAM D. CARR a Vice President of Chemical Bank & Trust Company, and acknowledged the foregoing instrument to be the act and deed of said Chemical Bank & Trust Company, as Trustee, as therein set forth, and at the same time made eath in due form of

law that the consideration in the foregoing instrument is true and bona fide as therein set forth and also that he is a Vice-President and agent of Chemical Bank & Trust Company and duly authorized to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(NOTARIAL SEAL)

Notary Public

JAMES N. DOYLE

Metary Public, State of New York

No. 31-1015375

Original in New York County

Carts, filed with N. Y. Co. Cibs. and Rog's. OR.

Commercian Espera March 30, 1955



FILED AND RECORDED OCTOBER 15" 1954 at 10:30 A.M.

expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part iest the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of seventeen hundred below the principal sum of seventeen hundred below Dollars (\$1700.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor

dated the 7th, day of October 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 25.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 7th. day of Ootober-----, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgage, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor s do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot or parcel of ground in the town of

Westernport, in Allegany County, Maryland, described as follows:

Beginning for the same at an iron pipe, it being the corner of James T. Poland's lot, then running south with the county road, thirty feet (30) and reversed and running parallel with the James T. Poland lot to the line of Riordan's lot, and reverseing North thirty feet (30) to the Poland line and with the said line to the beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Robert H. Maybury et al, dated August 1, 1952 and of record among the land records of Allegany County, Maryland in Liber No. 243 at page 261. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissable.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, eviddenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herin on the repart to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges ievied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagom hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shail at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shail be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Earyland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale: including taxes, and a commission of eight per cent to the party making said sale: secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee , the improvements on the hereby mortgaged land to an amount of at least acceptable mindred

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of ioss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to piace such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Charles Laughin

Flored a. D. (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this Today of October————, in the year 1954, before me, the subscriber, a Notary Public———— of the State of Maryland, in and for said County, personally appeared, Ployd A. Dixon and Noteline Dixon, husband and wife

the within named Mortgagon, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortagee and made outh in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the resident of said Mortgagee, duly authorized witness my hand and Notarial Seal the day and year last above written.

Notary Public

PURCHASE MONEY

This Antique, Made this / La day of October
In the year Nineteen Hundred and fifty-four , by and between

JEAN F. TRULY and ROBERT N. TRULY, her husband,

of Allegany County, in the State of Maryland.

parties of the first part, and FROSTBURG NATIONAL BANK, a national hanking corporation duly incorporated under the laws of the United States of America, with its principal office in

xt Froathurg, Allegany County, in the State of Maryland.

part y of the second part, WITNESSETH:

Thereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors between assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land situate, lying and being in Allegany County and State of Maryland, and known as Lot Number Forty-eight (48) in Eckhart Flat Addition Number Two (2) to Frostburg, Maryland, a plat of which Addition is recorded in Liber No. 103, folio 501 among the land records of Allegany County, said Lot Number Forty-eight (48) being particularly described as follows, to-wit:

BEGINNING at a peg on the South side of Washington Street at the end of the first line of Lot No. 47, and running thence with Washington Street, South 57 degrees 45 minutes East 40 feet; thence South 31 degrees 45 minutes West 165 feet to an Alley, and with said Alley, North 57 degrees 45 minutes West 40 feet to the end of the second line of Lot No. 47, and with said line reversed, North 31 degrees 45 minutes East 165 feet to the beginning.

SECOND PARCEL: ALL that lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and being the westerly one-half (1/2) of Lot Number Forty-nine (49) in said Eckhart Flat Addition Number Two (2) to Frostburg, and particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 48 in said Addition and running thence with Washington Street and with part of the first line of Lot No. 49, South 57 degrees 45 minutes East 20 feet to the end of the first line of the property conveyed by Charles M. Scott, Jr., et ux, to George R. Connor et ux by deed dated March 26, 1946, and recorded in Liber No. 208, folio 61, among the Land Records of Allegany County, Maryland; thence leaving Washington Street and across said Lot No. 49 (dividing it lengthwise) and with the second line of said Connor deed, South 31 degrees 45 minutes West 165 feet to a point on the north side of an alley 16 feet wide; said point being midway on the third line of the whole Lot No. 49, thence with the remainder of said third line of the whole Lot No. 49, North 57 degrees 45 minutes West 20 feet to the end thereof then leaving said alley, and with the fourth line of the whole Lot No. 49, North 31 degrees 45 minutes East 165 feet to the beginning.

IT being the same property which was conveyed by Mary Jane Harris Watson et al, to Jean F. Truly et vir by deed dated October ///, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Ungether with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said part iea of the
first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, the said parties of the first part hereby covenant to pay when legally demandable.
But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become
due and payable, and these presents are hereby declared to be made in trust, and the said party
of the second part, its successors kets control with the second part, its successors and assigns, or
COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or
agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberiand, Maryland, which said saie shall be at public auction for cash, and the proceeds arising from such saie to apply first to the payment of all expenses incident to such sale, including all taxes ievled, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the sald parties of the first part their helrs, or assigns, and in case of advertisement under the above power but no saie, one-haif of the above commission shail be ailowed and paid by the mortgagor s, their representatives, helrs or assigns. And the said parties of the first part further covenant to insure forthwith, and
pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgage or its/assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred and 00/100 (\$4500.00) Doilars, and to cause the policy or policies Issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee , its successors being or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with Interest as part of the mortgage debt.
Witness, the hands and seals of sald mortgagors.
Witness: (as to Bath) Puth m Jodd EAN F. Truly [Seal] ROBERT N. TRULY [Seai]
State of Marylano.
Allegany County, to-wit:
I hereby certify, That on this 15-68 day of October
in the year nineteen hundred and fifty-four , before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Jean F. Truly and Robert N. Truly, her husband,
and they acknowledged the aforegoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared. F. Earl Kraitzburg. Cashier of the Frostburg National Bank,
the within named mortgages and made oath in due form of law that the consideration to said

mortgage is true and bona fide as therein set forth, and further made oath that he is the qashier of said Bank and duly authorized by it to make this affidavit,

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth ne - Joseph Notary Public

Compared	ind Malle	- 	
1 Tess	as Francisco	tung Max	Risank

FILED AND RECORDED OCTOBER 16" 1954 at 11:30 A.M. PURCHASE MONEY SECOND

15th day of October This Mortgage, Made this... in the year Nineteen Hundred and fifty-four ___, by and between

JEAN F. TRULY and ROBERT N. TRULY, her husband,

of Allegany County, in the State of Maryland part ies of the first part, and

KATIE C. FRANKLAND

County, in the State of Maryland of Allegany

part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, her heirs and assigns, in the

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, her heirs and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said partias—of the first part do—give, grant, bargain and sell, convey, release and confirm unto the said part y—of the second part—heirs and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land situate, lying and being in Allegany County and State of Maryland, and known as Lot Number Forty-eight (48) in Eckhart Flat Addition Number Two (2) to Frostburg, Maryland, a plat of which Addition is recorded in Liber No. 103, folio 501 among the Land Records of Allegany County, said Lot Number Forty-eight (48) being particularly described as follows, to wit:

BEGINNING at a peg on the south side of Washington Street at the end of the first line of Lot No. 47, and running thence with Washington Street, South 57 degrees 45 minutes East 40 feet; thence South 31 degrees 45 minutes West 165 feet to an Alley, and with said Alley, North 57 degrees 45 minutes West 40 feet to the end of the second line of Lot No. 47, and with said line reversed, North 31 degrees 45 minutes East 165 feet to the beginning.

SECOND PARCEL: ALL that lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and being the westerly one-half (1) of Lot Number Forty-nine (49) in said Eckhart Flat Addition Number Two (2) to Frostburg, and particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 48 in said Addition and running thence with Washington Street and with part of the first line of Lot No. 49, South 57 degrees 45 minutes East 20 feet to the end of the first line of the property conveyed by Charles M. Scott, Jr., et ux, to George R. Connor et ux by deed dated March 26, 1946, and recorded in Liber No. 208, folio 61, among the Land Records of Allegany County, Maryland; thence leaving Washington Street and across said Lot No. 49 (dividing it lengthwise) and with the second line of said Connor deed, South 31 degrees 45 minutes West 165 feet to a point on the north side of an alley 16 feet wide; said point being midway on the third line of the whole Lot No. 49, thence with the remainder of said third line of the whole Lot No. 49, North 57 degrees 45 minutes West 20 feet to the end thereof, then leaving said alley, and with the fourth line of the wholeLot No. 49, North 31 degrees 45 minutes East 165 feet to the beginning.

IT being the same property which was conveyed by Mary Jane
Harris Watson et al, to Jean F. Truly et vir by deed dated October 1954, and to be recorded among the Land Records of Allegany County,
Maryland, prior to the recordation of this mortgage which is given to
secure part of the purchase price of the property therein described
and conveyed.

Constitute with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Frankled, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part her
executor , administrator or assigns, the aforesaid sum of
THIRTY-FIVE HUNDRED 00/100 DOLLARS (\$3500.00)
together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.
And it is Agreed that until default be made in the premises, the said part tos of the

first part may hold and possess the aforesaid property, upon paying in the meantime, ail taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part les of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part of t

agents are hereby authorized and empowered, at any time thereafter, to seil the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which saie shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryiand, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part. their helrs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors.	
and part by the mortgagores same representatives, ners or assigns.	
And the said part les of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies	
acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to	ŀ
the amount of at least Thirty-five Hundred and 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire	
or other losses to inure to the benefit of the mortgagee , her helrs or	
assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.	
mitness, the hands and seals of sald mortgagors.	
Witness: (us to Both) Puth M Todd Jean F. Truly [Seal] Ballet M. Truly [Seal]	
State of Maryland.	4
Allegany County, to-wit:	ı
J hereby certify, That on this 15th day of October in the year nineteen hundred and fifty-four , before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared	
Jean F. Truly and Robert N. Truly, her husband,	T
and they acknowledged the aforegoing mortgage to be their respective	1
act and deed; and at the same time before me also personally appeared.	1
Katie C. Frankland	1
the within named mortgagee and made oath in due form of law, that the consideration in said	1
mortgage is true and bona fide as therein set forth.	
VITAMES my hand and Notarlai Seal the day and year aforesaid.	1
Butto m. Joses	
, Notary Public	1

11日の東京の大学

FILED AND RECORDED OCTOBER 16" 1954 at 11:25 A.M.

PURCHASE MONEY

This Morigage, Made this 15th day of October

in the year nineteen hundred and fifty-four by and between

WELSIE D. MAYNE and RHEA P. MAYNE, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part. WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - TWENTY-THREE HUNDRED and 00/100 - - - - - - - - Doilars, on - - - Twenty-three Shares of stock, upon the condition that a good and effectual mortgage be executed by the said part ies of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Doliar) the said parties of the first part do hereby grant, bargain and seil and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

ALL that certain lot, piece or parcel of land situated on the West side of Winifred Road, in the City of Cumberland, in Allegany County, in the State of Maryland, and being a part of Block 5-B and a part of Block 6-B of the Johnson and Doll properties as shown on plat recorded in Liber No. 105, folio 737, one of the Land Records of Allegany County, State of Maryland, and more particularly described as

BEGINNING for the same at a stake on the westerly side of the Winifred Road distant South 10 degrees West 60 feet from the end of the third line of said Block 5-B of said Johnson and Doll properties, and running thence with said westerly side of said Winifred Road and with a part of the fourth line of said Block 6-B and a part of the fourth line of Block 5-B, North 10 degrees East 176 feet to a stake; thence leaving said Winifred Road North 77 degrees West 100 feet to a stake; thence South 10 degrees West 176. 45 feet to a stake; thence South 77 degrees 30 minutes East 100 feet to said Winifred Road to the place of beginning.

IT being the same property which was conveyed by Ruth L. Brewer Bingman et vir to Welsie D. Mayne et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make , or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of _____ Twenty-three Hundred and 00/100 _ _ _ _ Dollars with six (6%) per cent interest thereon, payable in 72 monthly payments of not less than \$38.14 each, on or before the 15th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th

day of November, 19 54, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of October, 19 60.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said partics of the first part do further convenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least. Twenty-three Hundred - - - - - - (\$2,300.00) - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said part ies of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

william R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of sald property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said part ies of the first part hereto, the day and year hereinbefore written.

Test:

Patty and Danis

State of Margland,

Allegang County, to mit:

I hereby certify that, on this 15th

day of October

1954

before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Welsie D. Mayne and Rhea P. Mayne, his wife, and they acknowledged the aforegoing mortgage to be their act; and at the same time,

before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the aforegoing mortgage is true and bona fide as therein set forth: and the said

oath that he is the Secretary and agent of the said mortgages and duly authorized by it to make this affidavit.

In witness whereof. I have hereunto set my hand and affixed my Notarial Seal this

15th day of October. 1954.

WOTAD, U

Petty On 10 Notary Public

Commund and Mated Holivered & 12 Things Franching Tel. The The Things of
お子のない

		PURCHASE					J. JO 11			
	TIES	ORTGAGE,	Made this n E. PORTER	day of	M. PORTI		ife.	. 10_54	, by and between	
	71hlman	The Milas	on Dist. No.		egany Con	anty.			-	
	With the second second		TBURG, ALLEG	Carterior Communication and	- the same of	Chemica int harms		gagor B , ar	d THE FIDELITY	
	Seven Hur	AS, the said adred and	Mortgagors as i twenty-two	e justly in	debted unto	the Mortgag	ee in the ful - 40/00	ll and just su 72	m of	
	which is to be re	epaid in	enty-four of the said Mort	secutive month)	y installmen	ta of \$ 30.	10	each, beginni	ng one month from	
	Mortgagor B de	o grant, assi	gn and convey u	nto the said Mo	rtgagee, Its s	виссевноги вл	nd assigns in	fee simple a	One Dollar, the said I that lot of ground	and
	With the contract of the state of the state of the								County Maryle	and,
	the "Porter	Place,,	Scotch Row,	Zihlman,	Allegany	County,	Maryland			
	and more fully d	lescribed in	a Deed from Bo	rden Minin	Company	r	, date	October	1, 1954	+1-1
Purche	recorded among	Land Record	is of Allegany	County, M	aryland,	and to	d Lecole	ed simili	aneously with	CHILL
Manager	TOGETH	thereta belor	nging or in anyw	ise appertaining					eges, appurtenances	
	said THE FIDE forever, provided or cause to be po as and when the	LITY SAV that if the aid to the sa same shall	INGS BANK Of said Mortgagor id Mortgagee, its	F FROSTBURG B their successors and payable and, in	heirs, ex assigns the the meantim	NY COUNT secutors, adm aforesaid ind	Y, MARYLA dnistrators of debtedness, to	ND, its succ er assigns, do ogether with	s aforesaid unto the cessors and assigns, and shall pay the interest thereon covenants herein on	
	property upon pe	lying in the	nt until default be meantime all tar gor 5 hereby c	ces and assessm	ents levied	id Mortgago on said prop gally deman	erty, all of	tain possessi- which taxes,	on of the mortgaged mortgage debt and	
	against loss by fi	re and other	agor g further r hazards as the fortgagee to the	nid Mortgagee	may from th	me to time r	equire, for the	ne use of the	operty fully insured Mortgagee, in some ree.	
	secured shall at constituted atternecessary, and to giving at least to Maryland, which all expenses incite the payment of the	once become ney or agen o convey the wenty days' a sale shall dent to the of all monies	due and payable, t, are hereby em- same to the pure notice of the tim- be at public aud	and the Mortgs powered, at any haser, or his, he e, place, manne tion for cash a xes, and a come mortgage, whe	gree, its succ time theres r or their he r and terms nd the proce mission of ei- ther the san ussigns, and	camors or am after, to sell eirs or assig of sale in so seds arising	signs, or Albesald property ns; which same newspap therefrom to (8%) to the boen matur vertisement	ert A. Doub, y, or so much le shall be m er published apply: first	ortgage debt hereby ts, his or their duly is thereof as may be ade as follows: By in Allegany County. to the payment of said sale; secondly, d as to the balance, ne-half of the above	
	WITNES	our		d seal 8 .				1		
	717E-119000				76	Herlan	E. Porte		(SEAL)	
	ATTEST:		2		-				(SEAL)	
	K we	1. m	X 105			Stelle	m. P	orter.	(SEAL)	24
	B06.3	Lph M. Re	ice				M. Porte	The second second second second	- ISEAL)	
	STATE OF MAR	YLAND.								
	ALLEGANY CO		rit:	Markey 12		2000			020	NEW Y
			Y, That on this_	12th. da	y of	October	3.6		19 54 , before me,	The state of
			lie of the State ar					Villa I		12
4	A the same his	mamed in	n the aforegoing		they solvessurer of law		the aforegoin	g mortgage t NGS BANK t forth in sa	o be their set. OF FROSTBURG, id mortgage is true	
116.	PUMERON		and and Notarial			1	2	1		12
	**				-	-/)	Notary	Public		
	Cat Ha.				D- 1-6	u don		1		



FILED AND RECORDED OCTOBER 16" 1954 at 8:45 A.M.

TH	IS MORTGAGE, Made this.	15TH day of	OCTOBER		54 by and between
	RUSSELL W. RYAN AND		S WIFE		
of	Frostmurg				•
	BANK OF FROSTBURG, A	LLEGANY COUNTY	MARYLAND, Mortga	aryland, Mortgagor 5	, and THE FIDELITY
	EREAS, the said Mortgago				
HUNDRE	D NINETEEN AND 69/100			(219.69
the date ne	be repaid in 12 reof at the office of the said	Mortgagee.			
NO Mortgagors	W, THIS MORTGAGE WIT do grant, assign and co	NESSETH, That in economy unto the said Mo	nsideration of the pre- rtgagee, its successors	nises and of the sum and assigns in fee simp	of Ons Doilar, the said le ali that lot of ground
and premis	es located Mn ON PIMEY MT.				, known as
and more f	uily described in a Deed fro	**	• MIDOM		1938
recorded an	nong Land Records of Au	EGANY COUNTY MAI	KLAND L	ber 180	Folio 200
TOO	GETHER with the buildings ages thereto belonging or in	and improvements th	ereupon, and the rights,		
TO said THE forever, pro	HAVE AND TO HOLD the FIDELITY SAVINGS BAI wided that if the said Mortga be paid to the said Mortga n the same shall become du part to be performed, the	said iot or parcel of a NK OF FROSTBURG gagor s ,THEIR see, its successors and e and payable and, in	ground with the improval, ALLEGANY COUNT heirs, executors, ad assigns the aforesaid in the meantime, do	TY, MARYLAND, its ministrators or assigns	do and shall pay
property up	D, it is agreed that until defa on paying in the meantime reon said Mortgagors he	ali taxes and assessm	emises the said Mortgag ents levied on said pro pay when legally deman	perty, all of which tax	ession of the mortgaged tes, mortgage debt and
against ioss	D, the said Mortgagor g fu by fire and other hazards a eceptable to the Mortgagee to	s the said Mortgages:	max from time to time	partition for the use of	the Manhauman to save
secured ena constituted necessary, a giving at le Maryiand, va aii expenses to the paym to pay it ove	in case of any defauit or vi ii at once become due and pe attorney or agent, are herel and to convey the same to the aet twenty days' notice of the which sale shall be at public incident to the sale, includ- tent of all monies owing und- er to the Mortgagor \$, shall be paid by the Mortga	Ayabie, and the Mortgs by empowered, at any e purchaser, or his, he he time, place, mannel ic auction for cash al ling taxes, and a comi er this mortgage, whe THE! R heirs or a	gee, its successors or as time thereafter, to seil r or their heirs or assig- and terms of sale in a did the proceeds arising mission of eight per cent ther the same shall have	signs, or Albert A. Doo said property, or so n gns; which sale shall b ome newspaper publish therefrom to apply: t (8%) to the party mal e been matured or not ivertisement but no sal	ib, its, his or their duly uuch thereof as may be e made as foliows: By ed in Allegany County, first, to the payment of ting said saie; secondly,
wi	TNESS OUR hand	and seal \$			
			Kraze	Un Ola	(SEAL)
ATTEST:	1000		annie Annie	- 6. Ma	(SEAL)
120	RACHEL KHIERIEM	(meeree		V	(SEAL)
STATE OF	MARYLAND.				
ALLEGANY	COUNTY, to-wit:				
	EREBY CERTIFY, That on	this 15TH day	of Octobe	R	1954 before me.
he subscrib	er, a Notary Public of the St ANNIE E. RYAN, HIS W		aid, personally appeare	RUSSELL W. RY	
he Mort At the ALLISGA and bena	ers s 7 named to the afores	coing mortgage and	THEY acknowledged easurer of THE FIDE orm of law that the cor	the aforegoing mortga, LITY SAVINGS BAN sideration set forth in	te to be act. K OF FROSTBURG, said mortgage is true
- 1	01:3		1 Jan	Notary Public	merraer
, Ly	ALL		. 0	RACHEL KNIERIBA	

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATTEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County. State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Double E. Boden

For Alegans County

Date September 22, 1954

STATE OF MARYLAND